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LAW N° 36/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF ANGOLA FOR THE OPERATION OF AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES, SIGNED AT KIGALI, RWANDA, ON 23/05/2018

LOI N° 36/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE D'ANGOLA POUR L'OPÉRATION DES SERVICES AÉRIENS ENTRE LEURS TERRITOIRES RESPECTIFS ET AU-DELÀ, SIGNÉ À KIGALI AU RWANDA, LE 23/05/2018

ISHAKIRO

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Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République ;

INTEKO ISHINGA AMATEGEKO YEMEJE NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA

THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA

LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA

INTEKO ISHINGA AMATEGEKO:

THE PARLIAMENT:

LE PARLEMENT :

Umutwe w'Abadepite, mu nama yawo yo ku wa 10 Nzeri 2019;

The Chamber of Deputies, in its session of 10 September 2019;

La Chambre des Députés, en sa séance du 10 septembre 2019 ;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176 ;

Imaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na

After consideration of the Agreement between the Government of the Republic of Rwanda

Après examen de l'Accord entre le Gouvernement de la République du Rwanda et le

Guverinoma ya Repubulika ya Angola ajyanye n'Ibikorwa byo Gutwara Abantu n'Ibintu mu Kirere mu Ifasi yazo no hanze yayo, yashyiriweho umukono i Kigali mu Rwanda, ku wa 23/05/2018;

YEMEJE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Angola ajyanye n'Ibikorwa byo Gutwara Abantu n'Ibintu mu Kirere mu Ifasi yazo no hanze yayo, yashyiriweho umukono i Kigali mu Rwanda, ku wa 23/05/2018, ari ku mugereka, yemerewe kwemezwa burundu.

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

and the Government of the Republic of Angola for the Operation of Air Services Between and Beyond Their Respective Territories, signed at Kigali, Rwanda, on 23/05/2018;

ADOPTS:

Article One: Approval for ratification

The Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Angola for the Operation of Air Services Between and Beyond their Respective Territories, signed at Kigali, Rwanda, on 23/05/2018, in annex, is approved for ratification.

Article 2: Drafting, consideration and adoption of this Law

This Law was drafted in English, considered and adopted in Ikinyarwanda.

Article 3: Commencement

This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda**.**

Gouvernement de la République d'Angola pour l'opération des services aériens entre leurs territoires respectifs et au-delà, signé à Kigali au Rwanda, le 23/05/2018 ;

ADOPTE :

Article premier : Approbation pour ratification

L'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République d'Angola pour l'opération des services aériens entre leurs territoires respectifs et au-delà, signé à Kigali au Rwanda, le 23/05/2018, en annexe, est approuvé pour ratification.

Article 2 : Initiation, examen et adoption de la présente loi

La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.

Article 3: Entrée en vigueur

La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République :

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 36/2019 RYO KU WA 25/10/2019 AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA ANGOLA AJYANYE N'IBIKORWA BYO GUTWARA ABANTU N'IBINTU MU KIRERE MU IFASI YAZO NO HANZE YAYO, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 23/05/2018

ANNEX TO LAW N° 36/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF ANGOLA FOR THE OPERATION OF AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES, SIGNED AT KIGALI, RWANDA, ON 23/05/2018

ANNEXE À LA LOI N° 36/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE D'ANGOLA POUR L'OPÉRATION DES SERVICES AÉRIENS ENTRE LEURS TERRITOIRES RESPECTIFS ET AU-DELÀ, SIGNÉ À KIGALI AU RWANDA, LE 23/05/2018

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF ANGOLA FOR THE OPERATION OF AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

The Government of the Republic of Angola 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;

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

Desiring to contribute to the progress of international civil aviation; and

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

Have agreed as follows:

ARTICLE 1

DEFINITIONS

For the purpose of this Agreement and its Annex unless the context otherwise requires:

(a) "Aeronautical Authority" means, in the case of the Republic of Angola the Minister responsible for Civil Aviation or any person or body authorised to perform any particular function to which this Agreement relates and, in the case of the Republic of Rwanda the Minister responsible for Civil Aviation or any person or body authorised to perform any particular function to which this agreement relates;

(b) "Agreed Services" means a scheduled international air service on the routes specified in the Annex to this Agreement for the transport of passengers, baggage, cargo and mail in accordance with agreed Capacity entitlements;

(c) "Agreement" means this Agreement, the Annex attached thereto, and any amendment of the Agreement or the Annex adopted in accordance with Article 18 of this Agreement;

(d) "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;

(e) "Annex" means the Annex attached to this Agreement or as amended in accordance with the provisions of Article 19 thereof, and for the purposes of this Agreement, the Annex forms an integral part hereof and all references to the Agreement shall include reference to the Annex unless the context otherwise requires;

(f) "Capacity" in relation to an aircraft means the payload of that aircraft available on a route or section of a route; and in relation to an Agreed 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 section of a route;

(g) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment to the Convention or Annexes under Articles 90 and 94 thereof in so far as those Annexes and amendments have become effective for or have been ratified by both Contracting Parties;

(h) "Designated Airline" means an airline which has been designated and authorised in accordance with Article 3 of this Agreement;

(i) "Specified Route" means a route specified in the Annex to this Agreement;

(j) "Tariff" means the prices to be charged for 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;

(k) "Territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;

(l) "User Charge" means a charge made to airlines for the provision for aircraft, their crews and passengers of airport and air navigation facilities, including related services and facilities.

ARTICLE 2

GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the following rights in respect of its scheduled international air services and non-scheduled 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 hereinafter specified in this Agreement for the purpose of operating scheduled International Air Services on the routes specified in the appropriate section of the

Annex to this Agreement. While operating an Agreed Service on a Specified Route respectively the airline(s) designated by each Contracting Party shall enjoy in addition to the rights specified in paragraph (1) of this Article and subject to the provisions of this Agreement, the right to make stops in the Territory of the other Contracting Party at the points specified for that route in the Annex to this Agreement for the purpose of taking on board and discharging passengers, baggage and cargo including mail.

3. Nothing in paragraph 2 of this Article shall be deemed to confer to a Designated Airline of one Contracting Party the right of taking up, in the Territory of the other Contracting Party, passengers, baggage, cargo or mail carried for remuneration or hire and destined for another point in the Territory of that other Contracting Party.

4. If because of armed conflict, serious political disturbance or other similar developments, or special and unusual circumstances, a Designated Airline of one Contracting Party is unable to operate a service on its normal routes, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangement of any such routes, including the temporary granting of alternative rights for such time as may be necessary to facilitate, subject to national requirements, continued operations.

5. For the purpose of the application of paragraphs 1, 2 and 4 of this Article, each Contracting Party may specify the routes to be followed above its Territory by any Designated Airline of the other Contracting Party and the airport(s) which may be used. When applying paragraph 2 and 4 of this Article, the provisions of this paragraph shall be applied without discrimination between the Designated Airlines of both Contracting Parties. However, nothing in this paragraph shall supersede the provisions contained in Article 5 of this Agreement or any agreed limitation on the operation of air services under this Agreement.

ARTICLE 3

DESIGNATION AND AUTHORISATION OF AIRLINES

1. Each Contracting Party shall have the right to designate one or more airlines for the purpose of operating the Agreed Services on the Specified Routes. Such designation(s) shall be effected by written notification between the Aeronautical Authorities, through diplomatic channels.

2. On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraph 3 and 4 of this Article, without unreasonable delay grant to the airline so designated the appropriate operating authorisations(s)

3. For the purpose of granting the appropriate operating authorisations, the Aeronautical Authority of one Contracting Party may require an airline designated by the other Contracting Party to satisfy it that it is qualified to fulfil 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. Where a 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, or that the said airline is incorporated and has its principal place of business in the Territory of the Contracting Party designating it, it shall have the right to:

   (a) refuse to grant the operating authorisation referred to in paragraph(2), or
   (b) Impose such conditions as it may deem necessary on the exercise by a Designated Airline of the rights specified in Article 2 of this Agreement.

5. When an airline has been so designated and authorised it may begin at any time to operate the Agreed Services, provided that:

   a) A tariff established in accordance with the provisions of Article 10 of this Agreement is in force; and
   b) A timetable has been filed in accordance with the provisions of 11 of this Agreement and has not been disapproved.

6. Each Contracting Party shall have the right by written notification between the Aeronautical Authorities of the Contracting Parties to replace an airline it has designated with another Designated Airline. The substitute airline shall have the same rights and be subject to the same obligations as the airline which it replaces.

ARTICLE 4
SUSPENSIONS AND REVOCATIONS

1. Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article 2 of this Agreement by a Designated Airline of 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 or in nationals of such Contracting Party or that the said airline is incorporated and has its principal place of business in the Territory of the Contracting Party designating it;
   b) In the case of failure by that airline to comply with the laws or regulations in force in the Territory of the Contracting Party granting these rights; or
   c) In any case where that airline fails to comply with a decision given under Article 17 of this Agreement; or
   d) In any case where that airline otherwise fails to operate the Agreed Services in accordance with the conditions prescribed under this Agreement.

2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further

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

ARTICLE 5

APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party relating to the admission to or departure from its Territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its Territory, shall apply to the aircraft of the airline(s) designated by the other Contracting Party as they are applied to its own and shall be complied with by such aircraft upon entrance into or departure from and 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 passengers, baggage, crew, mail or cargo of aircraft, including laws and regulations relating to entry, clearance, immigration, passports, customs, quarantine and sanitary measures shall be complied with by or on behalf of such passengers, baggage, crew, mail or cargo of the airline(s) of the other Contracting Party upon entrance into or departure from and within the Territory of the first Contracting Party.

3. Notwithstanding the provisions of paragraph 2 of this Article, each Contracting Party agrees to make provision by means of direct transit areas, direct transit arrangements, or otherwise, whereby crew, passengers, baggage, cargo, stores and mail continuing their journey on the same through-flight of a Designated Airline of the other Contracting Party may remain temporarily within their Territory without undergoing any examination except for reasons of aviation security, narcotics control or in special circumstances.

ARTICLE 6

RECOGNITION OF CERTIFICATES AND LICENCES

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, provided that requirements under which such certificates or licences were issued or rendered valid were equal to or above the minimum standards established pursuant to the Convention. Each Contracting Party reserves the right, however, to refuse to recognise, for the purpose of flights above its own Territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

ARTICLE 7

AIRPORT AND SIMILAR CHARGES

1. User Charges may reflect, but shall not exceed, the full cost to the competent charging authorities of providing appropriate airport and air navigation facilities and services, and may provide for a reasonable rate of return on assets after depreciation. In the provision of facilities and services, the competent authorities shall have regard to such factors as efficiency, economy, environmental impact and safety of operation.

2. Neither Contracting Party shall impose or permit to be imposed on the Designated Airline of the other Contracting Party User Charges higher than those imposed on its own Designated Airline operating similar international air services using similar aircraft and associated facilities and services.

3. Each Contracting Party shall encourage consultations between its responsible charging bodies and the Designated Airline using the facilities and services. Where practicable, such consultations should be through the appropriate representative airline organization (s).

4. Reasonable advance notice shall, whenever possible, be given to the Designated Airline of any proposals for changes to charges referred to in this Article, together with relevant supporting information and data, to enable it to express and have its views taken into account before any changes are made.

ARTICLE 8

EXEMPTION FROM CUSTOMS DUTIES, INSPECTION FEES AND OTHER SIMILAR CHARGES

1. Aircraft of one Contracting Party which land in the Territory of the other Contracting Party on international scheduled or non-scheduled services, as well as their regular and spare equipment, supplies of fuel, lubricants and other consumable technical supplies and aircraft stores, including food, beverages, tobacco and any items intended for sale to or for the entertainment of passengers during flight, shall be exempt from all customs duties, inspection fees and other similar national or local duties or charges, except for charges for provision of services.

2. Upon arrival of the aircraft, the customs authorities shall seal the compartments where stores are retained, and these customs seals can only be broken after the aircraft departure for a place outside the Territory of that Contracting Party.

3. The exemptions in paragraph 1 of this Article shall also apply to aircraft stores taken on board in the Territory of the other Contracting Party, within the usually allowable limits of quantity and variety, and shall also apply to spare and replacement parts and equipment necessary to flight safety, maintenance, repair

and handling, which are obtained in the Territory of that other Contracting Party, as well as to fuel, lubricants and other consumable technical supplies, destined to supply such aircraft, including those used during over flight of the Territory of the Contracting Party where they were obtained, on condition that their entry on board may be controlled by the customs authorities concerned.

4. The exemptions provided for in paragraph 1 of this Article shall also apply to baggage and cargo in direct transit, to equipment referred to in Annex 17 to the Convention, and to documentation and advertising material of the Designated Airlines and other commercial air transport operators, in accordance with the relevant laws and regulations of the Contracting Party concerned.

5. The exemptions provided for in the previous paragraphs of this Article may also be applicable to such items obtained by the Designated Airlines and other commercial air operators from aircraft maintenance organizations or aircraft handling agents, on condition that all such operations are controlled by the local customs authorities.

6. The regular airborne equipment, as well as the materials and supplies normally 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 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.

7. In order to determine their correct utilisation and/or existence, the customs authorities of each Contracting Party shall be entitled at any reasonable time to effect a direct inspection of any item exempted by them from custom duty which is stored or stationed, whether temporarily or permanently, in their Territory.

8. The exemptions provided for in this Article shall be available in situations where a Designated Airline of a Contracting Party has entered into arrangements with another airline or airlines for the loan or transfer in the Territory of the other Contracting Party of the items referred to in this Article, provided that such other airline similarly enjoys such exemptions from the other Contracting Party.

9. In all situations not provided for in the previous paragraphs of this Article, imported items shall be subject to customs duties according to the laws and regulations in force in the Contracting Party concerned.

ARTICLE 9

PRINCIPLES GOVERNING THE OPERATION OF THE AGREED SERVICES

1. There shall be fair and equal opportunity for the Designated Airlines of both Contracting Parties to operate the Agreed Services on the Specified Routes between their respective territories.

2. In operating the Agreed Services, the Designated Airline(s) of each Contracting Party shall take into account the interest of the Designated Airline(s) of the other Contracting Party so as not to affect unduly the services which the latter provide(s) 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, including seasonal variations, for the carriage of passengers, baggage, cargo and mail both taken up and down at point on the Specified Routes in the Territories of the Contracting Parties which have designated the airlines.

4. Any provision for the carriage of passengers, baggage, cargo and mail both taken up 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 Services pass, after taking account of other transport services established by airlines of the States comprising the area; and

   c) the requirements of airline operation.

5. The airlines designated to operate on any particular route shall determine the total Capacity to be provided on such route.

6. Each Designated Airline shall submit to the Aeronautical Authorities of both Contracting Parties, the Capacity to be provided by it on the services on those routes for which it is designated.

7. The total Capacity to be provided on any particular route by the airlines of the Contracting Parties designated to operate on that route shall be approved by the Aeronautical Authorities of the Contracting Parties before commencement of operations, and thereafter according to anticipated traffic requirements. Such approval shall take into consideration any written submissions as to Capacity made by the Designated Airlines concerned.

8. In the event that the Aeronautical Authority of one Contracting Party does not approve the Capacity submitted, it shall request consultation in accordance with Article 18 of this Agreement.

9. If, on review, Contracting Parties fail to agree on Capacity to be provided on any particular route, the Capacity that may be provided on that route shall not exceed the total Capacity, including seasonal variations, previously agreed to be provided on that route.

ARTICLE 10

TARIFFS

1. Tariffs shall be submitted, for the approval of the Aeronautical Authorities of both Contracting Parties, at least sixty (60) days before the proposed date of their introduction (hereinafter referred to as the "period of notice"). In special cases, the period of notice may be reduced, subject to the agreement of the said authorities.

2. The approval referred to in paragraph (1) may be given expressly. The Tariffs shall be considered to be approved unless both Aeronautical Authorities have expressed disapproval of the Tariffs within thirty (30) days from the date of submission in accordance with paragraph(1).

3. In the event of the period of notice being reduced as provided for in paragraph (1), the Aeronautical Authorities may agree that the period within which any disapproval must be notified shall be less than thirty (30) days.

4. The Aeronautical Authorities of the Contracting Parties shall ensure that the Designated Airlines conform to the Tariffs approved by the Aeronautical Authorities of the Contracting Parties and that no airline reduces any portion of such Tariffs by any means directly or indirectly.

ARTICLE 11

SUBMISSION OF TIMETABLES

1. The timetables of the Designated Airline(s) of each Contracting Party shall be filed with the Aeronautical Authority of the other Contracting Party for approval.

2. The timetables shall be filed at least forty five (45) days before they are due to become effective and shall include information pertaining to schedules, frequency of service and types and configuration of aircraft to be operated.

3. Any modification to a timetable already submitted other than an ad hoc modification, shall be filed with the Aeronautical Authorities at least twenty (20) days before such modification is to become effective. An ad hoc modification shall be filed with the Aeronautical Authorities at least one (1) working day before such modification is to become effective. Nevertheless the Aeronautical Authorities shall endeavour to expedite the decision relating to any ad hoc modification.

4. If no notice of disapproval is received before the effective date of a timetable or a timetable modification, it shall be regarded as approved, always provided that such tacit approval shall become void automatically if applicable limitations as to the Capacity and frequency which may be offered will be exceeded.

5. In exceptional cases the periods specified in paragraphs 2 and 3 of this Article may be reduced if agreed to by both Aeronautical Authorities

ARTICLE 12

AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.
2. Contracting Parties agree that their designated airlines may have an in-flight security officer aboard the aircraft to enforce safety and security standards on board an aircraft as long as the authorization is given by the aeronautical authorities in accordance with article 18 of this agreement; and is confidential.

3. Subject to applicable domestic law and without derogating from the generality of their rights and obligations in terms of international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on offences and Certain Other Acts Committed on Board Aircraft, 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 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 the Airports Serving International Civil Aviation Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, done at Montreal on 23 of September of 1971, signed at Montreal on 24 February 1988 and any other multilateral agreement governing civil aviation security binding upon both Contracting Parties.

4. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of their civil aircraft and other acts of unlawful interference 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 both 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.

6. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3 of this Article required by the other Contracting Party for entry into, departure from, or while within, the Territory of that other Contracting Party. Each Contracting Party shall

ensure that measures are effectively applied within its Territory to protect the aircraft and to security screen their passengers, crew and carry-on items and to carry out appropriate security checks on baggage, cargo and aircraft stores prior to boarding or loading. Each Contracting Party also agrees to give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

7. When an incident or threat of an incident of unlawful seizure of civil aircraft or other acts of unlawful interference against the safety of such aircraft, their passengers and crew, airports or other air navigation facilities occurs, the Contracting Parties shall in mutual consultation, assist each other by facilitating communications and other appropriate measure intended to terminate, as rapidly as possible, commensurate with minimum risk to life, such incident or threat thereof.

8. Each Contracting Party shall take such measures as it may find practicable to ensure that an aircraft of the other Contracting Party subjected to an act of unlawful seizure or other act(s) of unlawful interference which is on the ground in its Territory is detained thereon unless its departure is necessitated by the overriding duty to protect the lives of its crew and passengers. Wherever practicable, such measures shall be taken on the basis of consultations with the other Contracting Party.

9. Notwithstanding the provisions of paragraph 2 of Article 18 of this Agreement, should one Contracting Party have reasonable grounds to believe that the other Contracting Party has deviated significantly from any of the provisions of this Article, it may request immediate consultations with that other Contracting Party.

ARTICLE 13

AVIATION SAFETY

1. A Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party relating to aeronautical facilities, aircrew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of such request.

2. If, following such consultations, a Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to above which are at least equal to the minimum standards established at that time pursuant to the Convention, the Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards. Such Contracting Party shall take appropriate corrective action and failure to take appropriate action within thirty (30) days of being notified thereof, or such longer period as may be agreed upon, shall be grounds for the application of Article 4.

3. Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by the Designated Airline of one Contracting

Party on services to or from the Territory of the other Contracting Party, may, while within the Territory of the other Contracting Party, be subject to an examination by the authorised representative of that Contracting Party. The purpose of such examination shall include the verification of the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (hereinafter referred as "ramp inspection"), provided this does not lead to unreasonable delay.

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

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

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

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

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the Designated Airline of one Contracting Party in accordance with paragraph 3 above is denied by the representatives of that Designated Airline, the other Contracting Party may infer that serious concerns of the type referred to in paragraph 4 above arise and draw conclusions referred to in that paragraph.

6. Each Contracting Party reserves the right to immediately suspend or vary the operating authorisation of a Designated Airline of the other Contracting Party in the event the Contracting Party concludes, whether as a result of a ramp inspection or consultation, that immediate action is essential to the safety of airline operation.

7. Any action by one Contracting Party in accordance with paragraphs (2) and (6) above shall be discontinued upon compliance by the other Contracting Party with the safety provisions of this Article.

ARTICLE 14

PROVISION OF STATISTICS

The Aeronautical Authority of a Contracting Party shall upon request, provide or shall cause its Designated Airline(s) to provide the Aeronautical Authority of the other

Contracting Party with such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the operation of the Agreed Services, including, but not limited to, statements of statistics related to the traffic carried by its Designated Airline(s) between points in the Territory of the other Contracting Party and other points on the Specified Routes.

ARTICLE 15

EARNINGS

1. Each Contracting Party grants to the Designated Airline of the other Contracting Party the right of free transfer excess of receipts over expenditure earned by that airline in its Territory in connection with the carriage of passengers, baggage, mail and cargo. Such transfers shall be effected in accordance with foreign exchange regulations and requirements at the official exchange rate or the prevailing foreign exchange market rate for current payments, and shall not be subject to any charges other than charges normally collected by banks for such operations.

2. The transfer of earnings between the Designated Airlines shall be effected in such hard convertible currency as may be agreed to between them for this purpose from time to time.

3. Each Contracting Party shall, on the basis of reciprocity, exempt from income tax and all other taxes on income imposed by it, all income derived by the Designated Airline of the other Contracting Party from the operation of the Agreed Services.

4. In the event that an agreement or convention dedicated to the avoidance of double taxation with respect to taxes to income and capital becomes effective between Angola and Rwanda those provisions of such agreement or convention which are binding on both Contracting Parties shall, mutatis mutandis, supersede the provision in paragraph 3 of this Article.

ARTICLE 16

COMMERCIAL ACTIVITIES

1. A Designated Airline of a Contracting Party shall, on a reciprocal basis, be allowed to establish in the Territory of the other Contracting Party offices for the promotion and sale of air transportation services.

2. A Designated Airline of one Contracting Party shall be entitled, in accordance with the laws and regulations relating to entry, residence and employment of the other Contracting Party, to bring in and maintain in the Territory of the other Contracting Party its own managerial, technical, commercial, operational and other specialist staff who are required for the provision of air services. These staff requirements may, at the option of a Designated Airline, be satisfied by its own personnel or by using the services of any other organisation, company or airline

operating in the Territory of the other Contracting Party, and authorised to perform such services in the Territory of that Contracting Party.

3. Each Contracting Party agrees to use its best efforts to ensure that the Designated Airline of the other Contracting Party is offered the choice, subject to the law and regulations of each Contracting Party and reasonable limitations which may be imposed by airport authorities of;

   (a) providing its own services for ground handling operations; or

   (b) having such operations performed entirely or in part by a national airline, or a servicing agent, as authorised by the Aeronautical Authorities; or

   (c) having such operations performed by the airport authority.

4. In operating or holding out the authorised services on the Agreed Routes, any Designated Airline of one Contracting Party may enter into cooperative marketing arrangements like code-sharing and franchising, with;

   (a) an airline or airlines of the other Contracting Party;

   (b) an airline or airlines of a third country, provided that such third country authorises or allows comparable arrangements between the airlines of the other Party and other airlines on services to, from and via such third country;

   provided that all airlines in such arrangements;

   (i) possess the necessary traffic rights and the permission of the Aeronautical Authorities of the contracting states concerned;
   (ii) meet the requirements normally applied to such arrangements; and
   (iii) must in respect of any ticket sold by it, make it clear to the purchaser at the point of sale which airline will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.

   Each code sharing service operated by the Designated Airlines of either country will count as one (1) frequency, whereas the code sharing services of the marketing carrier will not be counted as a frequency.

5. Each Contracting Party grants to the Designated Airlines of the other Contracting Party the right to engage in the sale of air transportation in its Territory directly and, at the airline's discretion, through its agents. Each Designated Airline shall have the right to sell such transportation, and any person shall be free to purchase such transportation in the currency of that Territory.

6. Any Designated Airline of a Contracting Party shall have the right, to pay for local expenses in the Territory of the other Contracting Party in local currency, or in freely convertible currencies, provided that this accords with local currency regulations.

ARTICLE 17

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 such dispute by negotiation.

2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute to some competent person or body for mediation.

3. If settlement is not reached in accordance with paragraphs 1 or 2 of this Article the dispute shall, at the request of either Contracting Party, be submitted for decision to a tribunal of three arbitrators.

4. Each Contracting Party shall appoint one arbitrator and the third arbitrator, to be jointly appointed by the two arbitrators so appointed, shall act as President of the tribunal.

5. Each Contracting Party shall appoint its arbitrator within a period of sixty (60) days from the date of receipt of a notice by either Contracting Party from the other, through 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 commencing on the day immediately following the last calendar day of the period allowed for the appointment of the first two arbitrators.

6. If either Contracting Party fails to appoint an arbitrator within the specified period or if the third arbitrator is not appointed within the specified period, the President of the Council of the International Civil Aviation Organisation may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires, provided that the President is not a national of either Contracting Party, in which case the Vice President of the Council may be so requested. In such a case, the arbitrator or arbitrators appointed by the said President or Vice President, as the case may be, shall not be nationals or permanent residents of the respective States of the Contracting Parties.

7. The Contracting Parties shall comply with any decision given under this Article.

8. Each Contracting Party shall meet the cost of remuneration and the expenses of its arbitrator. The remuneration and the expenses of the third arbitrator and the expenses of the tribunal, the nature and limits of which shall be agreed beforehand by the Contracting Parties, shall be shared equally between and shall be met by the Contracting Parties. Any question concerning the division of costs of the arbitral tribunal or the procedure for payment of such costs shall be determined by the arbitral tribunal.

9. If and for as long as either Contracting Party fails to comply with a decision contemplated in paragraph 7 of this Article the other Contracting Party may limit,

suspend or revoke any rights or privileges which it has granted under this Agreement to the Contracting Party in default.

ARTICLE 18

CONSULTATION

1. In a spirit of close co-operation, the Aeronautical Authorities of the Contracting Parties may 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 Annex thereto.

2. Either Contracting Party may request consultation, which may be through discussion or by correspondence, or such consultation shall begin within a period of sixty (60) day from the date of receipt of the request, unless both Contracting Parties agree to an extension of this period.

ARTICLE 19

AMENDMENT

1. If either of the Contracting Parties considers it desirable to amend this Agreement, or any provision thereof, such amendment, if agreed between the Contracting Parties, shall enter into force when confirmed by an exchange of diplomatic notes.

2. Notwithstanding the provisions of paragraph 1 of this Article, amendments to the Annex of this Agreement may be agreed to directly between the Aeronautical Authorities of the Contracting Parties. Such amendments shall apply administratively from the date they have been agreed upon and enter into force when confirmed by an exchange of diplomatic notes.

ARTICLE 20

ENTRY INTO FORCE

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

2. This Agreement supersedes any Agreement in force between the Contracting Parties in relation to Air Services between and beyond their respective territories.

ARTICLE 21

REGISTRATION WITH THE INTERNATIONAL CIVIL AVIATION ORGANIZATION

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

ARTICLE 22

TERMINATION

Either Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party of its intention to terminate this Agreement; such notice shall simultaneously be 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 mutual 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 by that other Contracting Party fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 23

SIGNATURE OF AGREEMENT

In witness whereof the undersigned, being duly authorised thereto by their respective Governments, have signed this Agreement in two originals in English and Portuguese languages, all texts being equally authentic. Should there be any discrepancy between the English text and the Portuguese text, the English text shall prevail.

Done at Kigali on this 23rd day of May two thousand and eighteen.

FOR THE GOVERNMENT OF THE REPUBLIC OF RWANDA

JEAN DE DIEU UWIHANGANYE
MINISTER OF STATE IN CHARGE OF TRANSPORT

.....

FOR THE GOVERNMENT OF THE REPUBLIC OF ANGOLA

AUGUSTO DA SILVA TOMÁS
MINISTER OF TRANSPORT

.....

ANNEX

ROUTE SCHEDULE

a) For the Republic of Angola

Points of Origin	Intermediate points	Points in the Republic of Rwanda	Points Beyond
Any Point	Any Point	Any Point	Any Point

b) For the Republic of Rwanda

Points of Origin	Intermediate points	Points in the Republic of Angola	Points Beyond
Any Point	Any Point	Any Point	Any Point

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 36/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Angola ajyanye n'Ibikorwa byo Gutwara Abantu n'Ibintu mu Kirere mu Ifasi Yazo no Hanze Yayo, yashyiriweho umukono i Kigali mu Rwanda, ku wa 23/05/2018

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Law n° 36/2019 of 25/10/2019 approving the ratification of the Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Angola for the Operation of Air Services Between and Beyond Their respective territories, signed at Kigali, Rwanda, on 23/05/2018

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à la Loi n° 36/2019 du 25/10/2019 approuvant la ratification de l'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République d'Angola pour l'opération des services aériens entre leurs territoires respectifs et au-delà, signé à Kigali au Rwanda, le 23/05/2018

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEGEKO N° 38/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA BURUKINA FASO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I NAYIROBI MURI KENYA, KU WA 13/12/2018

LAW N° 38/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF BURKINA FASO, SIGNED AT NAIROBI, KENYA, ON 13/12/2018

LOI N° 38/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD BILATÉRAL RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU BURKINA FASO, SIGNÉ À NAIROBI AU KENYA, LE 13/12/2018

ISHAKIRO

Ingingo ya mbere: Kwemera kwemeza burundu

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

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Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République ;

INTEKO ISHINGA AMATEGEKO YEMEJE NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA

THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA

LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA

INTEKO ISHINGA AMATEGEKO:

Umutwe w'Abadepite, mu nama yawo yo ku wa 10 Nzeri 2019;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;

THE PARLIAMENT:

The Chamber of Deputies, in its session of 10 September 2019;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;

LE PARLEMENT :

La Chambre des Députés, en sa séance du 10 septembre 2019 ;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176 ;

Imaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Burukina Faso ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Nayirobi muri Kenya, ku wa 13/12/2018;

After consideration of the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of Burkina Faso, signed at Nairobi, Kenya, on 13/12/2018;

Après examen de l'Accord bilatéral relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Burkina Faso, signé à Nairobi au Kenya, le 13/12/2018 ;

YEMEJE:

ADOPTS:

ADOPTE:

Ingingo ya mbere: Kwemera kwemeza burundu

Article One: Approval for ratification

Article premier : Approbation pour ratification

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Burukina Faso ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Nayirobi muri Kenya, ku wa 13/12/2018, ari ku mugereka, yemerewe kwemezwa burundu.

The Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of Burkina Faso, signed at Nairobi, Kenya, on 13/12/2018, in annex, is approved for ratification.

L'Accord bilatéral relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Burkina Faso, signé à Nairobi au Kenya, le 13/12/2018, en annexe, est approuvé pour ratification.

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Article 2: Drafting, consideration and adoption of this Law

Article 2 : Initiation, examen et adoption de la présente loi

Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.

This Law was drafted in English, considered and adopted in Ikinyarwanda.

La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

Article 3: Commencement

Article 3 : Entrée en vigueur

Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda**.**

La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République :

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BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 38/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA BURUKINA FASO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I NAYIROBI MURI KENYA, KU WA 13/12/2018

ANNEX TO LAW N° 38/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF BURKINA FASO, SIGNED AT NAIROBI, KENYA, ON 13/12/2018

ANNEXE À LA LOI N° 38/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD BILATÉRAL RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU BURKINA FASO, SIGNÉ À NAIROBI AU KENYA, LE 13/12/2018

BILATERAL AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF BURKINA FASO

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PREAMBLE

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF BURKINA FASO

Hereinafter referred to as "the Contracting Parties",

Being Parties to:

The Convention on international civil aviation opened for signature at Chicago, on the 7th day of December 1944;

The Yamoussoukro Declaration on a new African air transport policy adopted on 7th October 1988;

The Yamoussoukro Decision relating to the implementation of the Yamoussoukro Declaration concerning the liberalization of access to air transport markets in Africa of 14th November, 1999 as endorsed by the OAU Heads of State in July 2000 and ;

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

Desiring to ensure the highest degree of safety and security in international air transport;

Have agreed as follows:

ARTICLE 1
DEFINITIONS

For the purpose of this Agreement and its Annexes, the following definitions shall apply unless otherwise indicated:

a) **"Aeronautical Authorities"** means in the case of the Government of the Republic of Rwanda, the Ministry of infrastructure and Rwanda Civil Aviation Authority and in the case of the Government of Burkina Faso , the Minister in charge of civil aviation and/or, in both cases, any other person or body empowered to perform the functions now exercised by the above mentioned bodies ;

b) **"Agreed services"** means scheduled international air services on the routes specified on the Annex(es) to this Agreement for the transport of passengers, cargo and mail, separately or in any combination. "**Specified routes**" means a route specified in the Annex to this Agreement;

c) **"Agreement"** means this Agreement, its Annexes, and any amendments there to;

d) **"Aircraft equipment", "Air supplies", Spare parts"** have the same meanings as described to them in Annex 9 of the Convention;

e) **"Air services", "International air service", "Stop for non-traffic purposes"** have the meaning as described to them in Article 96 of the Convention ;

f) **"Convention"** means the Convention on international civil aviation Organization signed in Chicago on the 7th December 1944 including all the Annexes approved according to Article 90 of the aforementioned Convention and any other amendment to this Convention or to its Annexes reached according to Articles 90 and 94, in so far as, these amendments and Annexes were approved by the two Contracting Parties ;

g) **"Decision"** means the Decision relating to the implementation of the Yamoussoukro Declaration concerning the liberalization of the access to air transport markets in Africa;

h) **"Designated airlines"** means an airline or airlines designated and authorized in accordance with Article 6 of this Agreement ;

i) **"Tariffs"** means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which

those prices apply including the prices and conditions for agency and other ancillary services but excluding remunerations and conditions for the carriage of mail ;

j) **"Territory"** has the same meaning as ascribed to it in Article 2 of the Convention;

k) "**User charges**" means charges made to airlines by the competent authorities or permitted by them to be made for the provision of airport property or of air navigation facilities;

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

m) " **All cargo air services** " means an international air service performed by aircraft on which cargo or mail (with ancillary attendance) is carried separately or in combination , but on which revenue passengers are not carried;

n) "**Annex**" shall mean the route schedules attached to the present Agreement and any clauses or notes appearing in such Annex, and any modification made thereto.

ARTICLE 2
GRANT OF RIGHTS

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

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

b) to make stops in the said territory for non traffic purposes; and

c) to make stops in the said territory for the purpose of embarking and disembarking, while operating the agreed

services, international traffic in passengers, cargo and mail, separately or in combination.

2. Nothing in paragraph 1 of this Article shall be deemed to confer on a designated airline of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo and mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

3. 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 the agreed services on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such agreed service through appropriate temporary rearrangement of routes as is mutually decided by the Contracting Parties.

ARTICLE 3
DESIGNATION AND AUTHORISATION

1. Each Contracting Party shall have the right to designate in writing and through diplomatic channels to the other Contracting Party one or more airline to operate the agreed services and to withdraw or alter such designations.

2. Each Contracting Party shall have the right to refuse to grant the operating authorizations referred to in paragraph (3) of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 2 of this Agreement, in any case where the said Contracting Party is not satisfied that such airline:

   a) is substantially owned and effectively controlled by the Contracting Party designating such airline or its nationals;

   b) holds a current air operator's certificate or similar license issued by the Aeronautical Authorities of the Contracting Party designating the airline; and

   c) is incorporated and has its headquarters, central administration or the principal place of business in the territory of the Contracting Party designating the airline.

3. On receipt of such designation and subject to the provisions of Article 4 of this Agreement, the Aeronautical Authorities of the other Contracting Party shall grant without delay to an airline so designated the appropriate authorizations for the agreed services for which that airline has been designated.

4. Each Contracting Party shall have the right to designate an eligible African multinational airline in which it is a stakeholder and this airline shall be accepted by the other Parties.

5. Upon receipt of such authorizations the airline 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
APPROVAL OF SCHEDULES

1. The designated airline of either Contracting Party shall, at least thirty (30) days prior to the date of operation of any agreed service, submit its proposed timetable to the Aeronautical Authorities of the other Contracting Party for their approval. Such timetables shall include all relevant information, including the type of service and aircraft to be used and the flight schedules.

2. If either designated airline wishes to operate supplementary or additional flights besides those covered in the approved timetable, it shall first notify the Aeronautical Authorities of the Contracting Party concerned.

3. Subject to the terms of the current Article, no schedule will come into force if it is not approved by the Aeronautical Authorities of each Contracting Party.

4. The schedule approved for the season according to the terms of this Article, will remain in force for the corresponding season until further approval of new programmes.

ARTICLE 5
REVOCATION, SUSPENSION AND LIMITATION OF AUTHORIZATION

1. The Aeronautical Authorities of each Contracting Party shall have the right to withhold the authorizations referred to in Article 3 of this Agreement with respect to an airline designated by other Contracting Party to revoke or suspend such authorizations or impose conditions, temporarily or permanently :

   a) in the event of failure by such airline to qualify before the aeronautical Authorities of that Contracting Party under the laws, regulations and rules normally and reasonably applied by these authorities in conformity with the Convention ;

   b) in the event of failure by such airline to comply with the laws, regulations and rules of that Contracting Party ;

   c) in any case where it is not satisfied:
      i. that the airline is substantially owned and effectively controlled by the Contracting Party designating such airline or its nationals;

      ii. that it holds a current air operator certificate or similar license issued by the aeronautical authority of the Contracting Party designating the airline;

      iii. that it is incorporated and has its headquarters, central administration or the principal place of business in the territory of the Contracting Party designating the airline;

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

2. Unless immediate action is essential to prevent further infringement of the laws, regulations and rules referred to above, the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations with the Aeronautical Authorities of the other Contracting Party in conformity with Article 16 of this Agreement.

ARTICLE 6
APPLICABILITY OF LAWS, REGULATIONS AND RULES

1. The laws, regulations and rules of one Contracting Party relating to the admission to, remaining in, or departure from its territory of aircraft engaged in international air navigation of such aircraft shall be complied with by a designated airline of the other Contracting Party upon entrance into, departure from and while within the said territory.

2. The laws, regulations and rules of one Contracting Party respecting entry, clearance, transit, immigration, passports, customs and quarantine shall be complied with by a designated airline of the other Contracting Party and by or on behalf of its crew, passengers, cargo and mail upon transit of, admission to, departure from and while within the territory of such a Contracting Party.

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

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

5. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

ARTICLE 7
RECOGNITION OF CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency and licenses, issued or validated by one Contracting Party and still in force shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services provided that such certificate or licenses were issued or validated pursuant to, and in conformity with, the standards established under the Convention.

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

2. If the privileges or conditions of the licenses or certificates issued or rendered valid by one Contracting Party permit a difference from the standards established under the Convention, whether or not such difference has been filed with the international civil aviation Organization, the Aeronautical Authorities of the other Contracting Party may, without prejudice to its rights under Article 8(3), request consultations with the aeronautical Authority of the Contracting Party permitting such difference in accordance with Article 16. With a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach satisfactory Agreement shall constitute grounds for the application of Article 5(1) of this Agreement.

ARTICLE 8
AVIATION SAFETY

1. Either Contracting Party may request consultations concerning the
2. safety standards maintained by the other Contracting Party relating
3. to aeronautical facilities, flight crew, aircraft and operation of aircraft. Such consultations shall take place within thirty days of that request.

4. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards and requirements in these areas that are at least equal to the minimum standards that may be established pursuant to the Convention, the other Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards. The other Party shall take appropriate corrective action within an agreed time period.

5. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Contracting Party, on service to from the territory of another Contracting Party, may, while within the territory of the other Contracting Party be the subject of a search by the authorized representatives of the other Contracting Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in

Article 33 of the Chicago 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.

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

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

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

ARTICLE 9
AVIATION SECURITY

1. In accordance with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offenses 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 in Montreal on September 23, 1971, and its Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation done at Montreal on February 24, 1988, the Convention on the Marking of Plastic Explosives for the purposes of Detection signed at Montreal on the 1st of March 1991, and any other convention relating to

aviation security to which the Contracting Parties shall become party.

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, of their passengers and crew, and of airports and air navigation facilities, and to address any other threat to the security of civil air navigation.

3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security standards and appropriate recommended practices established by the international civil aviation Organization to the extent that these standards apply to the two Parties and designated 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 provision.

4. Each Contracting Party agrees to observe the security provisions required by the other Contracting Party for entry into, for departure from, and while within the territory of that other Contracting Party and to take adequate measures to protect aircraft and to inspect passengers, crew and their baggage and carry-on items, as well as 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 special security measures to meet a particular threat.

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

6. When a Contracting Party has reasonable grounds to believe that other Contracting Party has departed from the aviation security provisions of this Article, the Aeronautical Authorities of that Contracting Party may request immediate consultations with the Aeronautical Authorities of the other Contracting Party. Failure to

reach a satisfactory Agreement within fifteen (15) days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorization and technical permission of an airline or airlines of that Contracting Party. When required by an emergency, a Contracting Party may take interim action prior to the expiry of fifteen (15) days.

ARTICLE 10
EXEMPTION FROM CUSTOMS DUTIES & OTHER CHARGES

1. Each Contracting Party shall on a basis of reciprocity exempt a designated airline of the other Contracting Party to the fullest extent possible under its national laws from import restrictions, customs duties, exercise taxes, inspection fees and other national duties and charges on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores (including liquor, tobacco)and other products destined for sale to passengers in limited quantities during a flight and other items intended for use or used solely in connection with the operation or servicing of aircraft of the designated airline of such other Contracting Party operating the agreed services.

2. The exemptions granted by this Article shall apply to those referred to in paragraph 1 of this Article:

   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 aircraft of a designated airline of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party;

   c) taken on board 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 or consumed wholly within the territory of the Contracting Party granting the exemption provided the ownership of such items is not transferred in the territory of the said Contracting 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 Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs Authorities of that territory. In such case, they may be placed under the supervision of the said Authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulation.

ARTICLE 11
PRINCIPLES GOVERNING THE OPERATIONS OF AGREED SERVICES

1. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services.

2. In the operation of the agreed services by a designated airline of either Contracting Party, the interest of the designated airline of the other Contracting Party shall be taken into consideration so as not to affect unduly the agreed services which the latter operates on the whole or part of the same route.

3. The agreed services provided by the designated airlines of the Contracting Party shall bear a close relationship to the requirements of the public transportation of the routes specified in the Annex. They shall have reasonable load factor, of capacity adequate for the current and reasonably anticipated requirements of passengers, cargo and mail originating and/or destined for the territory of the Contracting Party which has designated the airline.

4. Provision for carriage of passengers, cargo and mail both loaded and unloaded separately and in combination at points in the territories of third countries on the routes specified in the Annex 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 areas through which the airline passes, local and regional air services being taken into account; and

c) the requirements of airline operations.

5. Each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination and unfair, anti competitive or predatory practices adversely affecting the competitive position of the designated airlines of the other Contracting Party in the exercise of their rights and entitlements set out in this Agreement.

6. The capacity and the number of frequency which may be provided in accordance with this Article by the designated airline or airlines of each Contracting Party on the agreed services shall be such as communicated between the Aeronautical Authorities of the Contracting Parties before the commencement by the designated airline or airlines concerned of the agreed services and from time to time thereafter.

ARTICLE 12
TARIFFS

1. The tariffs applicable between the territories of the two Contracting Parties shall be established at reasonable levels, due regard being paid to all relevant factors, including the cost of operation, the interests of users, reasonable profit, class of service and, when it is deemed appropriate, the tariffs of other airlines operating over whole or part of the routes specified in the Annex.

2. Each Party shall allow prices for air transport to be established by each designated airline based on commercial consideration in the marketplace. Intervention by the Contracting Parties shall be limited to:

a) prevention of unreasonably discriminatory prices or practices ;

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

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

3. Each Contracting Party may require notification to or filing with its Aeronautical Authorities of prices to be charges to or from its territory by airlines of the other Contracting Party. Notification or filing by the airlines of both Contracting Parties may be required not more than 30 days before the proposed date of effectiveness. In individual cases, notification or filing may be permitted on shorter notice than normally required. Neither Contracting Party shall require the notification nor filing by airlines of the other Contracting Party of prices charged by chatterers to the public, except as be required on a non-discriminatory basis for information purposes.

4. Neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged by (a) an airline of either Contracting Party for international air transport between the territories of the Contracting Parties (b) an airline of one Contracting Party for international air transport between the territory of the other Contracting Party and any other country.

   If either Contracting Party believes that any such price is inconsistent with the consideration set forth in paragraph 1 of this Article, it shall request consultations and notify the other Contracting Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than 30 days after receipt of the request, and the Contracting Parties shall cooperate in security information necessary for reasoned resolution of the issue.

5. If the Contracting Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each Contracting Party shall use its best efforts to put that agreement into effect. Without such agreement the previous existing price shall go into effect or continue in effect.

6. In case of tariff decrease, there shall be no approval required by the Aeronautical Authorities of State Parties concerned for tariff to be charged by the designated airlines of State Parties for the carriage of passenger, cargo and mail. The airline shall in this case notify such tariffs before they enter into effect.

ARTICLE 13
AIRLINES REPRESENTATION

1. The designated airline or airlines of each Contracting Party shall have the right to establish in the territory of the other Contracting Party offices for the purpose of provision and sale of air services as well as for other matters incidental to the provision of air transportation.

2. A designated airline of one Contracting Party shall be allowed, on the basis of reciprocity and subject to paragraph 3 of this Article, to bring into and maintain in the territory of the other Contracting Party its own representatives and commercial operational and technical staff as required in connection with the operation of the agreed services.

3. These staff requirements may, at the option of the designated airline, be satisfied by its own personnel or by using the services of any other organization, company or airline operating in the territory of the other Contracting Party as authorized to perform such services in the territory of that Contracting Party.

4. The representatives and staff referred to in paragraph 2 of this Article shall be subject to the law and regulations of the other Contracting Party and, consistent with such law and regulations, each Contracting Party, on the basis of reciprocity and with the minimum of delay, grant the necessary employment authorizations, visitor visas or other similar documents to the said representatives and staff.

ARTICLE 14
COMMERCIAL OPPORTUNITIES AND TRANSFER OF FUNDS

1. Any designated airline of one Contracting Party shall have the right to engage in the sale of tickets in the territory of the other

Contracting Party directly and, at its discretion, through its agents. Such designated airline shall have the right to sell tickets in the currency of that territory, or to the extent permitted by national law, in freely convertible currencies of other countries, and to the same extent any person shall be free to purchase such tickets in local currencies or any freely convertible other currencies.

2. Each Contracting Party grants to any designated airline of the other Contracting Party the right of free transfer, at the official rate of exchange, of the excess of revenues over expenditure and taxes earned by that airline in the territory of the first Contracting Party in connection with the carriage of passengers, cargo and mail.

3. In the event there is no official exchange rate, the transfer of earnings shall be affected at a rate equivalent to that at which the receipts were earned.

4. If a Contracting Party imposes restrictions in a discriminatory manner on the transfer of excess of receipts over expenditure by the designated airline or airlines of the other Contracting Party, the latter shall have the right to impose reciprocal restrictions on the designated airline or airlines of that Contracting Party.

ARTICLE 15
STATISTICS

The Aeronautical Authorities of either Contracting Party shall supply to the Aeronautical Authorities of the other Contracting Party, at their request, such periodic or other statements of statistics as may be reasonably required to determine the amount of traffic.

ARTICLE 16
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 shall also consult when necessary to provide for amendment thereof.

2. Either Contracting Party may request consultation, which may be conducted and shall begin within a period of sixty (60) days of receipt of a written request, unless both Contracting Parties agree to an extension of this period.

ARTICLE 17
SETTLEMENT OF DISPUTES

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

2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body, or either Contracting Party may submit the dispute for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two arbitrators. 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 arbitrage of the dispute and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the international civil aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In all cases 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 made under paragraph 2 of this Article.

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

5. If as so long as either Contracting Party or a designated airline of either Contracting Party fails to comply with a decision under paragraph (2) of this Article, the other Contracting Party may limit, withhold or revoke any rights which it has granted by virtue of this

Agreement to the Contracting Party in default or to the designated airline or airlines of that Contracting Party.

ARTICLE 18
AMENDMENT

1. If either Contracting Party considers it desirable to amend any provision of this Agreement, such amendment shall be agreed upon in accordance with the provisions of Article 16. Such amendment shall enter into force when the two Contracting Parties will have notified each other through diplomatic channels, of the fulfillment of their internal legal procedures relating to the conclusion and the entry into force of international agreements.

2. Notwithstanding the provisions of paragraph (1) above, amendments to the Annex to this Agreement may be agreed directly between the Aeronautical Authorities of the Contracting Parties. Such amendment (s) shall enter into force when confirmed through diplomatic channels.

3. If a multilateral convention concerning air transport comes into force in respect of both Contracting Parties, this Agreement shall be amended so far as is necessary to conform with the provisions of that convention.

ARTICLE 19
USER CHARGES

1. Each Contracting Party shall ensure that the user charges imposed or permitted to be imposed by its competent charging bodies on the designated airline or airlines of the other Contracting Party are just. 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 impose or permit to be imposed, on the designated airline or airlines of the other Contracting Party user charges higher than those imposed on its own designated airline or airlines operating similar international air services using similar aircraft.

ARTICLE 20
REGISTRATION

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

ARTICLE 21
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 communicated simultaneously to the International Civil Aviation Organization.

2. 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 it withdrawn by agreement before the expiry of this period. In the absence of the acknowledgement of the receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 22
ENTRY INTO FORCE

This Agreement shall be approved pursuant to the national legislation of the State of each Contracting Party which shall be confirmed by exchange of diplomatic notes. This Agreement shall come into force on the day of the last notification confirming that the Contracting Parties have completed procedures required for the entry into force of this Agreement.

This Agreement is done in two originals, French and English languages, both originals being equally authentic.

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

Done in Nairobi, Kenya on this 13th day of December in the year 2018

FOR THE GOVERNMENT OF THE REPUBLIC OF RWANDA



Eng. Jean de Dieu Uwihanganye
Minister of State in Charge of Transport

FOR THE GOVERNMENT OF BURKINA FASO



Vincent Timbindi Dabilgou
Minister of Transports, Urban Mobility and Road Safety

ANNEX
ROUTE SCHEDULE

For the designated airline(s) of the Republic of Rwanda

Point(s) of Origin	Intermediate Point(s)	Point(s) in Burkina Faso	Point(s) Beyond
Points in the Republic of Rwanda	Any points	Any points	Any points

For the designated airline(s) of the of Burkina Faso

Point(s) of Origin	Intermediate Point(s)	Point(s) in the Republic of Rwanda	Point(s) Beyond
Points in Burkina Faso	Any points	Any points	Any points

Notes

1. Any point on the above routes may, at the option of the airline concerned, be omitted on any or all flights: Provided that any service either begins or terminates in the territory of the country designating the airline.

2. The delegations agreed that the designated airlines shall enjoy the 3th, 4th, and 5th freedom traffic rights

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 38/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Burukina Faso ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Nayirobi muri Kenya, ku wa 13/12/2018

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Law n° 38/2019 of 25/10/2019 approving the ratification of the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of Burkina Faso, signed at Nairobi, Kenya, on 13/12/2018

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à la Loi n°. 38/2019 du 25/10/2019 approuvant la ratification de l'Accord bilatéral relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Burkina Faso, signé à Nairobi au Kenya, le 13/12/2018

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEGEKO N° 39/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA CAPE VERDE AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I ABUJA MURI NIGERIA, KU WA 21/11/2017

LAW N° 39/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE BILATERAL AIR SERVICE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF CAPE VERDE, SIGNED AT ABUJA, NIGERIA, ON 21/11/2017

LOI N° 39/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD BILATÉRAL RELATIF AU SERVICE AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU CAP-VERT, SIGNÉ À ABUJA AU NIGERIA, LE 21/11/2017

ISHAKIRO

Ingingo ya mbere: Kwemera kwemeza burundu

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

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ITEGEKO N° 39/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA CAPE VERDE AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I ABUJA MURI NIGERIA, KU WA 21/11/2017

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LOI N° 39/2019 DU 25/10/2019 LA RATIFICATION DE L'ACCORD BILATÉRAL RELATIF AU SERVICE AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU CAP-VERT, SIGNÉ À ABUJA AU NIGERIA, LE 21/11/2017

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

INTEKO ISHINGA AMATEGEKO YEMEJE NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA

THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA

LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA

INTEKO ISHINGA AMATEGEKO:

Umutwe w'Abadepite, mu nama yawo yo ku wa 10 Nzeri 2019;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;

THE PARLIAMENT:

The Chamber of Deputies, in its session of 10 September 2019;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;

LE PARLEMENT:

La Chambre des Députés, en sa séance du 10 septembre 2019 ;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176;

Imaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Cape Verde ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Abuja muri Nigeria, ku wa 21/11/2017;

YEMEJE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Cape Verde ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Abuja muri Nigeria, ku wa 21/11/2017, ari ku mugereka, yemerewe kwemezwa burundu.

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

After consideration of the Bilateral Air Service Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Cape Verde, signed at Abuja, Nigeria, on 21/11/2017;

ADOPTS:

Article One: Approval for ratification

The Bilateral Air Service Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Cape Verde, signed at Abuja, Nigeria, on 21/11/2017, in annex, is approved for ratification.

Article 2: Drafting, consideration and adoption of this Law

This Law was drafted in English, considered and adopted in Ikinyarwanda.

Article 3: Commencement

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 bilatéral relatif au service aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Cap-Vert, signé à Abuja au Nigeria, le 21/11/2017 ;

ADOPTE :

Article premier: Approbation pour ratification

L'Accord bilatéral relatif au service aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Cap-Vert, signé à Abuja au Nigeria, le 21/11/2017, en annexe, est approuvé pour ratification.

Article 2 : Initiation, examen et adoption de la présente loi

La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.

Article 3 : Entrée en vigueur

La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 39/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA CAPE VERDE AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I ABUJA MURI NIGERIA, KU WA 21/11/2017

ANNEX TO LAW N° 39/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE BILATERAL AIR SERVICE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF CAPE VERDE, SIGNED AT ABUJA, NIGERIA, ON 21/11/2017

ANNEXE À LA LOI N° 39/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD BILATÉRAL RELATIF AU SERVICE AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU CAP-VERT, SIGNÉ À ABUJA AU NIGERIA, LE 21/11/2017

APPENDIX II

BILATERAL AIR SERVICE AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF THE REPUBLIC OF CAPE VERDE

Preamble
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Article 2 Grant of rights
Article 3 Designation and authorization
Article 4 Withholding, revocation and limitation of authorization
Article 5 Application of laws
Article 6 Safety
Article 7 Aviation security
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Article 9 Fair competition
Article 10 Capacity
Article 11 Approval of schedules
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Article 28 Registration with ICAO
Article 29 Termination
Article 30 Entry into force
Annex Route schedule

Preamble

The Governments of the Republic of Rwanda and the Republic of Cape Verde (hereinafter referred to as the Contracting Parties);

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

Being Parties to the Yamoussoukro Decision relating to the implementation of the Yamoussoukro Declaration concerning the liberalisation of access to air transportation markets in Africa on 14 November 1999 as endorsed by the African Union Heads of States in July 2000;

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

Recognizing 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 traveling and shipping public a variety of service options at prices that are not discriminatory and do not represent abuse of dominant position and wishing to encourage individual airlines to develop and implement innovative and competitive prices;

Acknowledging the importance of air transportation as a means of creating and preserving friendship, understanding and co-operation between the peoples of both Contracting Parties; and

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

Have agreed as follows:

ARTICLE 1
DEFINITIONS

1. For the purpose of this Agreement and its Annexes, unless the context otherwise requires:

a) **'Aeronautical authorities'** means in case of the Republic of Rwanda, the Ministry charge of Civil Aviation and in case of the Republic of Cape Verde, the Agência de Aviação Civil (Civil Aviation Authority), or in both cases any other authority or person empowered to perform the functions now exercised by the said authorities;

b) **'Agreed services'** means regular air services for the transportation of passengers, cargo and mail on the routes specified in the Annex to this agreement;

c) **'Agreement'** means this Agreement, its Annex and any amendments thereto;

d) **'Aircraft equipment', 'Aircraft stores'** and **'Spare parts'** have the meanings assigned to them in Annex 9 to the Convention;

e) **'Air service', 'international air Services', 'airline(s)',** and **'stop for non traffic purposes'** have the meanings assigned to them in Article 96 of the Convention;

f) **'Air transportation'** means the public carriage by aircraft of passengers, baggage, cargo and mail separately or in combination, for remuneration or hire;

g) **'Capacity'** is 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;

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

i) **'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;

j) **'Designated airline'** means an airline which has been designated and authorized in accordance with Article 4 of this Agreement;

k) **'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;

l) **'Schedule services'** means those services operated regularly by designated airline according to schedules published in advance to cover a timetable season;

m) **'Specified route'** means the air route as set forth in the Annex to this Agreement on which the agreed service may be operated;

n) **'Tariff'** means any fare, rate or charge for the carriage of passengers, baggage and/or cargo in air transportation charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;

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; and

q) **'Yamoussoukro Decision'** means the Decision relating to the implementation of the Yamoussoukro Declaration concerning the Liberalization of Access of Air Transport of 14 November 1999 as endorsed by the African Union Heads of States on 11 July 2000 including the appendices and amendments;

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.
2. Subject to the provisions of this Agreement, the airline(s) designated by 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 at the point(s) on the route(s) specified in the 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.
   (d) the right to take on board and discharge passengers, mail and cargo coming from and destined for any other State bound by the Yamoussoukro Decision (i.e. unrestricted fifth freedom traffic rights), and
   (e) full seventh freedom traffic rights at any intermediate and/or beyond points of their own choice while operating all-cargo services.

3. 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.

ARTICLE 3
DESIGNATION AND AUTHORIZATION

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 in accordance with this Agreement and to withdraw or alter such designation.

2. On receipt of such a designation, and on application from the designated airline, each Contracting Party shall, grant the appropriate operating authorizations with minimum procedural delay, provided:

   a) the designated airline has its principal place of business and permanent residence in the territory of the designating Contracting Party;

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

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

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

ARTICLE 4
WITHHOLDING, REVOCATION AND LIMITATION OF AUTHORIZATION

1. Each Contracting Party shall have the right to withhold the authorizations referred to in Article 3 of this Agreement with respect to an airline designated by the other Contracting Party, and to revoke, suspend or impose conditions on such authorizations:

   a) in the event that they are not satisfied that the designated airline has its principal place of business and permanent residence in the territory of the designating Contracting Party;

b) in the event that they are not satisfied that the Contracting Party designating the airline has and maintains effective regulatory control of the airline; and

c) in the event of failure by such designated airline to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Contracting Party receiving the designation; and

2. Unless immediate action is essential to prevent infringement of the laws and regulations referred to above or unless safety or security requires action in accordance with the provisions of Article 6 (Safety) and Article 7 (Security), the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations between the Contracting Parties in conformity with Article 24 (Consultation) of this Agreement.

ARTICLE 5
APPLICATION OF LAWS

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 be applied to aircraft of the designated airline of the other Contracting Party.

2. The laws and regulations of one Contracting 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 designated airline 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(s) over a designated airline of the other Contracting Party engaged in similar international air transportation in the application of its immigration, customs, quarantine and similar regulations.

ARTICLE 6
SAFETY

1. Each Contracting Party may request consultations at any time concerning safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, aircrew, aircraft and the operation of aircraft. Such consultations shall take

place within thirty (30) days of that request.

2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 that meet the Standards established at that time pursuant to the Convention, the other Contracting Party shall be notified of such findings and of the steps considered necessary to conform with those Standards. The other Contracting Party shall then 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 ground for the application of Article 4 of this Agreement.

3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Contracting Party, on service to or from the territory of another Contracting Party, may, while within the territory of the other Contracting Party be the subject of a search (in this Article called "ramp inspection") by the authorized representatives of the other Contracting 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 shall be to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that of the equipment and the condition of the aircraft conform to the Standards established at that time pursuant to the Convention.

4. If any such ramp inspection or series of ramp inspections referred to in paragraph 3 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. When urgent action is essential to ensure the safety of an airline operation, each Contracting Party reserves the right to immediately suspend or vary the operating authorization of designated airline or airlines of the other Contracting Party

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

ARTICLE 7
AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.

2. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the *Convention on Offences and Certain Other Acts Committed on Board Aircraft*, signed at Tokyo on 14 September 1963, the *Convention for the Suppression of Unlawful Seizure of Aircraft*, signed at the Hague on 16 December 1970, the *Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation*, signed at Montreal on 23 September, 1971 and the *Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation done at Montreal on 23 September 1971*, signed at Montreal on 24 February 1988, as well as with any other Convention and Protocol relating to the security of civil aviation which both Contracting Parties adhere to.

3. 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.

4. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization

and designated as annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties.

5. In addition, the Contracting Parties shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions as are applicable to the Contracting Parties.

6. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraphs 4 and 5 above required by the other Party for entry into, departure from, or while within, the territory of that other Party.

7. Each Contracting Party shall ensure that measures are effectively applied within its territory to protect the aircraft and to security screen passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party also give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

8. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate such incident or threat as rapidly as possible commensurate with minimum risk to life from such incident or threat.

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

10. 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. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for

withholding, revoking, suspending or imposing conditions on the authorizations of the airline or airlines designated by the other Contracting Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the first Contracting Party may take interim action at any time.

ARTICLE 8
RECOGNITION OF CERTIFICATES

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

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 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 the International Civil Aviation Organization, the other Contracting Party may request consultations between the aeronautical authorities with a view to clarifying the practice in question.

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

ARTICLE 9
FAIR COMPETITION

1. Each Contracting Party shall allow designated airlines to have a fair and equal opportunity to compete in providing the international air transportation governed by the Agreement.

2. Each Contracting Party shall take action to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of a designated airline of the other Contracting Party.

ARTICLE 10
CAPACITY

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

2. Services provided by a designated airline under this Agreement shall retain as their primary objective the provision of capacity and frequency adequate to the traffic demands.

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

4. Consultations between the Contracting Parties shall be arranged whenever one Contracting Party believes that the capacity and frequency being provided under this Agreement are not in accordance with Article 9 (Fair Competition).

ARTICLE 11
APPROVAL OF SCHEDULES

1. The designated airline of each Contracting Party shall submit, for information purposes, its envisaged flight schedules to the Aeronautical Authority of the other Contracting Party forty-five (45) days prior to the inauguration of its services, specifying the frequency, the type of aircraft, and period of validity. This requirement shall likewise apply to any modification thereof.

2. If a designated airline wishes to operate ad-hoc flights supplementary to those covered in the submitted schedules, it shall notify the Aeronautical Authority of the Contracting Party concerned at least two working days prior to the operation of such flights.

ARTICLE 12
STATISTICS

The Aeronautical Authorities of each Contracting Party shall provide or cause its designated airline to provide to the Aeronautical Authorities of the other Contracting Party,

on request, periodic statistics relating to the traffic uplifted from and discharged in the territory of the other Contracting Party as may be reasonably required.

ARTICLE 13
CODESHARE/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 14
NON-NATIONAL PERSONNEL AND ACCESS TO LOCAL SERVICES

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

2. Such representatives and staff requirements mentioned in paragraph 1 above may, at the option of the designated airline, be satisfied by its own personnel of any nationality or by using the services of any other airline, organization or company operating in the territory of the other Contracting Party and authorized to perform such services for other airlines.

3. Subject to the laws and regulations in force, each Contracting Party shall, with the minimum procedural delay, facilitate the issuance of the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article.

ARTICLE 15
SALE AND MARKETING OF AIR SERVICE PRODUCTS

1. The designated airline 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 transportation.

2. The designated airline of each Contracting Party shall, either directly and at its discretion, through agents, have the right to engage in the sale of air transportation and its ancillary products and facilities in the territory of the other Contracting Party.

3. The designated airline of each Contracting Party shall have the right to sell, and any person shall be free to purchase, such transportation and its ancillary products and facilities in local currency or in any other freely convertible currency.

4. The designated airlines 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 any freely convertible currencies.

ARTICLE 16
GROUND HANDLING

Each designated airline shall be treated on a non-discriminatory basis as regards their access to ground handling services provided by the designated ground handling agents.

ARTICLE 17
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. 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.

ARTICLE 18
CUSTOMS DUTIES

1. Each Contracting Party shall on the basis of reciprocity exempt a designated airline of the other Contracting 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 and other items such as printed ticket stock, air waybills, any printed material which bears the insignia of the company 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 Contracting 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 one Contracting Party by or on behalf of the designated airline of the other Contracting Party;

   b) retained on board the aircraft of the designated airline of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party; or consumed during flight over that territory;

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

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

3. The regular airborne equipment, as well as the materials, supplies and stores normally retained on board the aircraft used by the designated airline of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that other Contracting Party. In such case, they

may be required to be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

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

ARTICLE 19
TRANSFER OF FUNDS

1. Each Contracting Party shall grant to the designated airlines of the other Contracting Party the right to transfer freely the excess of receipts over expenditure earned by such airlines in its territory in connection with the sale of air transportation, sale of other ancillary products and services as well as commercial interest earned on such revenues. 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.

ARTICLE 20
USER CHARGES

1. No Contracting Party shall 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.

2. Each Contracting Party shall encourage consultations between its competent charging authorities and the designated airlines using the services and facilities, where practicable through those airlines' representative organisations. 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.

ARTICLE 21
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 (Safety) and Article 7 (Aviation Security) of this Agreement.

2. Subject to paragraph 1, the designated airlines of each Contracting Party may operate services under this Agreement by using dry/wet leased aircraft which meets applicable safety and security requirements.

ARTICLE 22
INTERMODAL SERVICES

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

ARTICLE 23
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 24
CONSULTATION

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

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

ARTICLE 25
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 their dispute by bilateral negotiations.

2. If the Contracting Parties fail to reach a settlement by negotiation, the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be named by each Contracting Party and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party.

3. Each of the Contracting Parties shall designate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other Contracting Party of a diplomatic note requesting arbitration of the dispute and the third arbitrator shall be agreed upon within a further period of sixty (60) days.

4. If either of the Contracting Parties fails to designate its own arbitrator within the period of sixty (60) days or if the third arbitrator is not agreed upon within the period indicated, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators.

5. The arbitration shall determine its own appropriate procedures.

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

7. Each Contracting Party shall bear the costs of the arbitrator appointed by it. The other costs of the tribunal shall be shared equally by the Contracting Parties.

ARTICLE 26
AMENDMENT OF AGREEMENT

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

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

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

ARTICLE 27
MULTILATERAL CONVENTIONS

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

ARTICLE 28
REGISTRATION

This Agreement and any amendment thereto shall be registered upon its entry into force with the International Civil Aviation Organization by the Contracting Party that will have ratified it last.

ARTICLE 29
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 30
ENTRY INTO FORCE

This Agreement shall enter into force one month from the date on which the Contracting Parties have notified each other that the national requirements for such entry into force have been fulfilled. The relevant date shall be the day on which the last notification is received.

IN WITNESS WHEREOF the undersigned being duly authorized thereto by their respective Governments, have signed this Agreement in the English and Portuguese languages, both texts being equally authentic. Should there be any discrepancy between the English text and the Portuguese text, the English text shall prevail.

Done at ABUJA on this 21st day of NOVEMBER of the year 2017

FOR THE GOVERNMENT OF THE REPUBLIC OF RWANDA	FOR THE GOVERNMENT OF THE REPUBLIC OF CAPE VERDE
JEAN DE DIEU UWIHANGANJE	JOSÉ DA SILVA GONÇALVES

ANNEX
ROUTE SCHEDULE

Section 1

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

DEPARTURE POINTS IN RWANDA	INTERMEDIATE POINTS	POINTS IN CAPE VERDE	BEYOND POINTS
Any points	Any points	Any points	Any points

B. Routes to be operated by the designated airline(s) of Cape Verde

DEPARTURE POINTS IN CAPE VERDE	INTERMEDIATE POINTS	POINTS IN RWANDA	BEYOND POINTS
Any points in	Any points	Any points	Any points

Section 2

Operational flexibility

1- The designated airlines of either Contracting Party may, 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 on the routes in any combination and in any order;

d) omit stops at any point or points; and

e) transfer traffic (including codesharing operations) from any of its aircraft to any of its other aircraft at any point on the routes.

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

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 39/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Cape Verde ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Abuja muri Nigeria, ku wa 21/11/2017

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Law n° 39/2019 of 25/10/2019 approving the ratification of the Bilateral Air Service Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Cape Verde, signed at Abuja, Nigeria, on 21/11/2017

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à la Loi n° 39/2019. du 25/10/2019 approuvant la ratification de l'Accord bilatéral relatif au Service aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Cap-Vert, signé à Abuja au Nigeria, le 21/11/2017

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEGEKO N° 40/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA RUBANDA Y'UBUSHINWA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE MU NDEGE ZA GISIVILI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 23/07/2018

LAW N° 40/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA RELATING TO CIVIL AIR TRANSPORT, SIGNED AT KIGALI, RWANDA, ON 23/07/2018

LOI N° 40/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE POPULAIRE DE CHINE RELATIF AU TRANSPORT AÉRIEN CIVIL, SIGNÉ À KIGALI AU RWANDA, LE 23/07/2018

ISHAKIRO

Ingingo ya mbere: Kwemera kwemeza burundu

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

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Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République ;

INTEKO ISHINGA AMATEGEKO YEMEJE NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA

THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA

LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA

INTEKO ISHINGA AMATEGEKO:

THE PARLIAMENT:

LE PARLEMENT :

Umutwe w'Abadepite, mu nama yawo yo ku wa 10 Nzeri 2019;

The Chamber of Deputies, in its session of 10 September 2019;

La Chambre des Députés, en sa séance du 10 septembre 2019 ;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176 ;

Imaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na

After consideration of the Agreement between the Government of the Republic of Rwanda and the

Après examen de l'Accord entre le Gouvernement de la République du Rwanda et le

Guverinoma ya Repubulika ya Rubanda y'Ubushinwa ajyanye no Gutwara Abantu n'Ibintu mu Kirere mu ndege za Gisivili, yashyiriweho mu umukono i Kigali mu Rwanda, ku wa 23/07/2018;

Government of the People's Republic of China relating to Civil Air Transport, signed at Kigali, Rwanda, on 23/07/2018;

Gouvernement de la République Populaire de Chine relatif au transport aérien civil, signé à Kigali au Rwanda, le 23/07/2018 ;

YEMEJE:

ADOPTS:

ADOPTE :

Ingingo ya mbere: Kwemera kwemeza burundu

Article One: Approval for ratification

Article premier : Approbation pour ratification

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Rubanda y'Ubushinwa ajyanye no Gutwara Abantu n'Ibintu mu Kirere mu ndege za Gisivili, yashyiriweho umukono i Kigali mu Rwanda, ku wa 23/07/2018, ari ku mugereka, yemerewe kwemezwa burundu.

The Agreement between the Government of the Republic of Rwanda and the Government of the People's Republic of China relating to Civil Air Transport, signed at Kigali, Rwanda, on 23/07/2018, in annex, is approved for ratification.

L'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Populaire de Chine relatif au transport aérien civil, signé à Kigali au Rwanda, le 23/07/2018, en annexe, est approuvé pour ratification.

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Article 2: Drafting, consideration and adoption of this Law

Article 2 : Initiation, examen et adoption de la présente loi

Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.

This Law was drafted in English, considered and adopted in Ikinyarwanda.

La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

Article 3: Commencement

Article 3 : Entrée en vigueur

Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda**.**

La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 40/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA RUBANDA Y'UBUSHINWA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE MU NDEGE ZA GISIVILI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 23/07/2018

ANNEX TO LAW N° 40/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA RELATING TO CIVIL AIR TRANSPORT, SIGNED AT KIGALI, RWANDA, ON 23/07/2018

ANNEXE À LA LOI N° 40/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE POPULAIRE DE CHINE RELATIF AU TRANSPORT AÉRIEN CIVIL, SIGNÉ À KIGALI AU RWANDA, LE 23/07/2018

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA

RELATING TO CIVIL AIR TRANSPORT

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The Government of the Republic of Rwanda and the Government of the People's Republic of China (hereinafter referred to as "the Contracting Parties");

Desiring to facilitate friendly contacts between their two peoples and develop mutual relations between the two countries in the field of civil aviation;

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

Have agreed on the establishment and operation of air services between and beyond their respective territories as follows:

Article 1
Definitions

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

(1) the term "aeronautical authorities" means, in the case of the People's Republic of China, the Civil Aviation Administration of China, or any person or agency authorized to perform any function presently exercised by the said Administration; and in the case of the Republic of Rwanda, the Ministry in charge of civil aviation, or any person or agency authorized to perform any function presently exercised by the said Administration.

(2) the term "Agreement" means this Agreement and its Annex as well as any amendment to this Agreement and/or its Annex made in accordance with Article 19 (Amendment and Modification) of this Agreement.

(3) the term "airline" means any air transport enterprise offering or operating international air services.

(4) the term "designated airline" means an airline which has been designated and authorized in accordance with Article 3 (Airline Designation and Authorization) of this Agreement.

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(5) the term "aircraft" means civil aircraft.
(6) the term "air service" means any scheduled air service performed by aircraft for the public transport of passengers, baggage, cargo or mail.

(7) the term "international air service" means an air service which passes through the air space over the territory of more than one State.

(8) the term "stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers, baggage, cargo or mail.

(9) the term "capacity" means:

(a) in relation to an aircraft, the payload of that aircraft available on a route or section of a route;

(b) in relation to an air service, the capacity of the aircraft used on such service multiplied by the frequency operated by such aircraft over a given period on a route or section of a route.

(10) 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 service, but excluding prices and conditions for the carriage of mail.
(11) the term "Route Schedule" means the Route Schedule annexed to this Agreement or as amended in accordance with the provisions of Article 19 (Amendment and Modification) of this Agreement. The Route Schedule forms an integral part of this Agreement.

(12) the term "specified route" means the route specified in the Route Schedule.

(13) the term "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or of the Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted by both Contracting Parties.

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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 to enable the designated airline(s) of the other Contracting Party to establish and operate international air services on the routes specified in the Annex to this Agreement (hereinafter called "the agreed services").

(2) Subject to the provisions of this Agreement, the designated airlines of each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights:

(a) to fly without landing across the territory of the other Contracting Party along the air route(s) prescribed by the aeronautical authorities of the other Contracting Party;

(b) to make stops for non-traffic purposes at point(s) on the specified route in the territory of the other Contracting Party, subject to the approval of the aeronautical authorities of the other Contracting Party;

(c) to make stops at the point(s) on the specified routes in the territory of the other Contracting Party for the purpose of taking on board and discharging international traffic in passengers, baggage, cargo and mail, originating in or destined for the first Contracting Party; and

(d) to take on board and discharge at point(s) in the territory of the other Contracting Party international traffic to or from a third country as agreed upon between the aeronautical authorities of the two Contracting Parties.

Article 3
Airline Designation and Authorization

(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 on

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the specified routes, and to withdraw or alter such designations.

(2) The substantial ownership and effective control of the airline(s) designated by each Contracting Party shall remain vested in such Contracting Party or its nationals.

(3) The aeronautical authorities of either Contracting Party may require the airline(s) designated by the other Contracting Party to satisfy them that it is qualified to meet the conditions and the obligations prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities.

(4) On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs (2) and (3) of this Article, grant to the airline(s) so designated the appropriate operating authorization without unreasonable delay.

(5) The designated airline(s) of either Contracting Party may commence, when it has acquired operating authorization, operation of the agreed services in accordance with the relevant provisions of this Agreement from the date prescribed in such authorization.

Article 4
Revocation, Suspension of Authorization or Imposition of Conditions

(1) Each Contracting Party shall have the right to revoke or suspend the operating authorization granted to the designated airline(s) of the other Contracting Party or to impose such conditions as it may deem necessary on the exercise by the said designated airline(s) of the rights specified in Article 2 (Grant of Rights) of this Agreement, in any of the following cases:

(a) where it is not satisfied that the substantial ownership and effective control of the said designated airline are vested in the other Contracting Party designating that airline or its nationals; or

(b) where the said designated airline(s) fails to comply with the laws and

regulations of either Contracting Party referred to in Article 5 (Application of Laws and Regulations) of this Agreement; or

(c) where the said designated airline(s) otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

(2) Unless immediate revocation, suspension of rights or imposition of conditions prescribed in paragraph (1) of this Article is essential to prevent further infringement of laws and regulations by the said designated airline(s), such rights shall be exercised only after consultation with the other Contracting Party.

Article 5
Application of Laws and Regulations

(1) The laws and regulations of one Contracting Party relating to the admission to, departure from or operation and navigation in its territory of aircraft engaged in the international operation shall be applicable to the aircraft of the designated airline(s) of the other Contracting Party, while entering, departing from or operating and navigating in the territory of the first Contracting Party.

(2) The laws and regulations of one Contracting Party relating to admission to, stay in or departure from its territory of passengers, crew, baggage, cargo or mail, such as laws and regulations relating to entry, clearance, immigration, passports, customs and quarantine, shall be applicable to the passengers, crew, baggage, cargo or mail carried by the aircraft of the designated airline(s) of the other Contracting Party while entering, staying in and departing from the territory of the first Contracting Party.

(3) Other relevant laws and regulations relating to aircraft and provisions in respect of civil aviation of one Contracting Party shall be applicable to the designated airline(s) of the other Contracting Party while operating the agreed services in the territory of the first Contracting Party.

(4) Passengers, baggage, cargo and mail in direct transit and not leaving the area of the airport reserved for such purpose shall be subject to no more than

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a simplified control.

Article 6
Capacity and Frequency Provisions

(1) There shall be a fair and equal opportunity for the designated airlines of the Contracting Parties to operate the agreed services on the specified route.

(2) Capacity and frequency shall be agreed upon between the aeronautical authorities of the Contracting Parties.

(3) Each Contracting Party shall allow the designated airline(s) of the other Contracting Party to determine the frequency and capacity of the international air transportation it offers within the agreed capacity entitlement based on commercial considerations of the marketplace.

(4) In operating the agreed services the designated airline(s) of each Contracting Party shall take into account the interests of the designated airline(s) of the other Contracting Party so as not to affect unduly the services provided by the latter on the whole or part of the same route.

(5) The agreed services supplied by the designated airlines of the Contracting Parties shall be provided at a reasonable load factor capacity adequate to meet the traffic requirements for the carriage of passengers, baggage, cargo and mail between the territories of the Contracting Parties.

(6) Provision for taking on board and discharging passengers, baggage, cargo and mail by the designated airline(s) of one Contracting Party at point(s) on the specified routes other than point(s) in the territory of either Contracting Party 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(s);

(b) traffic requirements of the country or region other than the

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Contracting Parties through which the agreed service passed, taking account of other air services established by airline(s) of the State or that region.

Article 7
Cooperative Marketing Arrangements

In operating or holding out the agreed services on the specified routes, the designated airline(s) may, subject to national laws and regulations and policies, enter into cooperative marketing arrangements which may include but are not limited to joint venture, blocked space or code-sharing arrangements, whether as the operating or the non-operating airline with:

(a) an airline(s) of the same Contracting Party;

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

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

provided that all participants in such arrangements hold the appropriate authorization and meet the requirements applied to such arrangements.

Article 8
Tariffs

(1) The tariffs applicable to the agreed services on the specified routes shall be established by the designated airline(s) at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of service (such as speed and standard of accommodation) and tariffs applicable to the services of other airline(s) on any section of the specified route.

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(2) Each Contracting Party may require notification or filing of tariffs proposed by the designated airline(s) of the other Contracting Party for carriage to or from its territory. Such notification or filing may be required not more than 30 days before the proposed date of introduction. In special cases, this period may be reduced.

(3) 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.

(4) In the event that either aeronautical authority is dissatisfied with a tariff filed or in effect for an airline of the other Contracting Party, the aeronautical authorities will endeavour to settle the matter through consultations, if so requested by either aeronautical authority.

(5) If the aeronautical authorities of the Contracting Parties cannot agree on any tariff submitted to them under paragraph (2) of this Article, or on the determination of any tariff under paragraph (4) of this Article, the dispute shall be settled in accordance with the provisions of Article 18 (Settlement of Disputes) of this Agreement.

(5) The Contracting Parties agree to give particular attention to tariffs which may be objectionable because they appear unreasonably discriminatory, unduly high or restrictive because of the abuse of a dominant position, or artificially low because of direct or indirect governmental subsidy or support.

Article 9
Technical Services and Rate of Charge

(1) Each Contracting Party shall provide regular airport(s), alternate airport(s) and air navigation facilities in its territory and relevant services including communications, navigational, meteorological and other auxiliary facilities and services for the operation of the agreed services by the designated airline(s) of the other Contracting Party.

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(2) The designated airline(s) of each Contracting Party shall be charged for the use of airports and air navigation facilities of the other Contracting Party at fair and reasonable rates prescribed by the appropriate authorities of the other Contracting Party. Such rate shall not be higher than those applicable to any airline of other States for the services and the use of similar airports and air navigational facilities in the territory of the other Contracting Party.

Article 10
Provision of Statistical Data

The aeronautical authorities of either Contracting Party shall furnish to the aeronautical authorities of the other Contracting Party, at their request, statistical data as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services operated by the designated airline(s) of the first Contracting Party on the specified route. Such data shall include all information required to determine the amount of traffic carried by the said designated airline on the agreed services.

Article 11
Representation and Personnel

(1) For the operation of the agreed services on the specified routes, the designated airline(s) of each Contracting Party shall have the right, to set up representation at the point(s) on the specified routes within the territory of the other Contracting Party.

(2) The designated airline(s) of either Contracting Party shall have the right, in accordance with the laws and regulations relating to entry, residence and employment of the other Contracting Party, to bring in and maintain in the territory of the other Contracting Party their representatives and those of its own managerial, technical, operational and other specialist staff at managerial level who are required for the provisions of the agreed services, including third country nationals.

(3) The staff members of the representative offices of the designated airline(s)

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of either Contracting Party in the territory of the other Contracting Party shall be subject to the laws and regulations of the other Contracting Party.

(4) Either Contracting Party grants to the designated airlines of the other Contracting Party the right to engage in the sale of air transportation in its territory directly and, at the airlines' discretion, through its agents. The designated airlines of each Contracting Party shall also have the right to sell such transportation, and any person shall be free to purchase such transportation, in the currencies of the other Contracting Party, or in freely convertible currencies in accordance with the provisions of the foreign exchange control regulations of that other Contracting Party.

Article 12
Customs Duties and Taxation

(1) When an aircraft operated on the agreed services by the designated airline(s) of one Contracting Party arrives in the territory of the other Contracting Party, the said aircraft and its regular equipment, spare parts (including engines), fuels, oil (including hydraulic fluids, lubricants) and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt on the basis of reciprocity from all customs duties, taxes, inspection fees and other similar fees and charges, provided such equipment and items remain on board the aircraft up to such time as they are re-exported.

(2) The following equipment and items shall also be exempt on the basis of reciprocity from all customs duties, taxes, inspection fees and other similar fees and charges, with the exception of charges corresponding to the services provided:

(a) regular equipment, spare parts (including engines), fuels, oil (including hydraulic fluids, lubricants) and aircraft stores (including food, beverages and tobacco) carried into the territory of the other Contracting Party and intended for use on aircraft operated on the agreed services by the designated airline(s), even when such equipment

and items are to be used on part of the journey performed over the territory of the other Contracting Party;

(b) spare parts (including engines) introduced into the territory of the other Contracting Party for the maintenance or repair of aircraft operated on the agreed services by the designated airline(s).

(3) The equipment and items referred to in paragraphs (1) and (2) of this Article may be unloaded in the territory of the other Contracting Party with the approval of the Customs authorities of the other Contracting Party. Such equipment and items shall be kept under the supervision or control of the Customs authorities of the other Contracting Party up to such time as they are re-exported, or otherwise disposed of in accordance with the customs regulations of the other Contracting Party.

(4) The exemption provided for in paragraphs (1) and (2) of this Article shall also be available where a designated airline of one Contracting Party has contracted with other airline(s), which similarly enjoy(s) such exemptions in the territory of the other Contracting Party, for the loan or transfer in the territory of the other Contracting Party of the equipment and items specified in paragraphs (1) and (2) of this Article.

(5) Printed ticket stock, air waybills and publicity materials introduced by the designated airline(s) of one Contracting Party into the territory of the other Contracting Party, shall be exempt on the basis of reciprocity from all customs duties, taxes, inspection fees and other similar fees and charges.

(6) Office supplies, vehicles for office use, vehicles for special use at airport, bus-type vehicles (excluding cars) for carriage of crew members and their baggage, as well as computer reservation system and communication equipment including their spare parts of the representation of the designated airline(s) of either Contracting Party shall, when introduced into the said territory of the other Contracting Party, be exempt from customs duties and other duties on importation on the basis of reciprocity provided these supplies are intended for the airline's own use and do not exceed reasonable limit.

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(7) Baggage, cargo and mail in direct transit shall be exempt from all customs duties, taxes, inspection fees and other similar fees and charges on the basis of reciprocity with the exception of the charges corresponding to the services provided.

(8) The revenues and profit realized by the designated airline(s) of each Contracting Party within the territory of the other Contracting Party in connection with operation of the agreed services shall be exempt from all taxes.

(9) The property of the designated airline(s) of each Contracting Party within the territory of the other Contracting Party shall exempt from all taxes on the basis of reciprocity.

(10) Wages, salaries and other similar remuneration received by the employees of the representation of the designated airline(s) of either Contracting Party, who are nationals of the first Contracting Party, shall be exempt from all taxes on the basis of reciprocity by the other Contracting Party.

Article 13
Conversion and Remittance of Revenue

(1) The designated airline(s) of either Contracting Party shall have, on the reciprocal basis, the right to remit its revenue received in the territory of the other Contracting Party to its home territory.

(2) The conversion and remittance of such revenue shall be effected in convertible currencies at the effective rate of exchange prevailing on the date of remittance.

Article 14
Aviation Security

(1) The Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference

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forms an integral part of this Agreement. The Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offenses and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971 and the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988.

(2) The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of 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 Standards and Recommended Practices relating to aviation security established by the International Civil Aviation Organization and designated as Annexes to the Convention on International civil Aviation to the extent that such Standards and Recommended Practices are applicable to the Contracting Parties. They shall require that operators of aircraft on their registry and operators of aircraft who have their principal place of business or permanent residence in their territory and operators of airports in their territory to act in conformity with such aviation security provisions.

(4) Both Contracting Parties agree that such operators of aircraft may be required to observe the aviation security provisions established by the other Contracting Party as referred to in paragraph (3) of this Article for entry into, departure from, or while within the territory of that other Contracting Party. Both Contracting Parties shall ensure that adequate measures are effectively applied within its territory to protect the safety of the aircraft prior to and during boarding or loading, and to inspect passengers, crew, baggage, cargo and aircraft stores prior to boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

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

Article 15
Aviation Safety

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

(2) If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph (1) that meet the Standards established at that time pursuant to the Convention, the other Contracting Party shall be informed of such findings and of the steps considered necessary to conform with the ICAO Standards. The other Contracting Party shall then take appropriate corrective action within an agreed period of time.

(3) Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Contracting Party, on service to or from the territory of another Contracting Party, may, while within the territory of the other Contracting Party be the subject of a search by the authorized representatives of the other Contracting 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.

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

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

Article 16
Recognition of Certificates and Licenses

(1) Each Contracting Party shall recognize valid certificates of air worthiness, certificates of competency and licenses issued or validated by the aeronautical authorities of the other Contracting Party for the operation of the agreed services on the specified routes, provided that the standards of such certificates and licenses are equivalent to or above the minimum standards established from time to time in accordance with the Convention on International Civil Aviation.

(2) Each Contracting Party may, however, refuse to recognize as valid for the purpose of flight above its own territory, certificates of competency and licenses granted to or validated for its own nationals by the other Contracting Party or by a third country.

Article 17
Consultation

(1) The Contracting Parties shall, in the spirit of close cooperation and mutual support, ensure the correct implementation of and satisfactory compliance with the provisions of this Agreement. To this end, the aeronautical authorities of the Contracting Parties shall consult each other from time to time.

(2) Either Contracting Party may at any time request consultation with the other Contracting Party concerning this Agreement. Such consultation shall

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begin as soon as possible, and at least within sixty (60) days from the date of receipt of the request by the other Contracting Party unless otherwise agreed to.

Article 18
Settlement of Disputes

(1) If any dispute arises between the Contracting Parties relating to the interpretation or implementation of this Agreement, the aeronautical authorities of the two Contracting Parties shall in the first place settle the dispute by negotiation.

(2) If the aeronautical authorities of the Contracting Parties fail to reach a settlement of the said dispute, the Contracting Parties shall settle such dispute through diplomatic channels.

Article 19
Amendment and Modification

(1) If either of the Contracting Parties considers it desirable to amend any provision of this Agreement or its Annex, it may at any time request consultation with the other Contracting Party, and such consultation, which may be through discussion or by correspondence, shall begin within a period of ninety (90) days from the date of receipt of the request by the other Contracting Party, unless both Parties agree to an extension of this period.

(2) The consultation referred to in paragraph (1) of this Article may also be held between the aeronautical authorities of the Contracting Parties.

(3) With the exception of provisions provided in paragraph (4) of this Article, any amendment to this Agreement shall come into force when it has been confirmed by an exchange of notes through diplomatic channels.

(4) If the Amendment relates only to the provisions of the annexed Schedules, it may be agreed upon between the aeronautical authorities of both Contracting Parties and shall become effective from the date of the agreement

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between both aeronautical authorities.

Article 20
Termination

(1) Either Contracting Party may at any time give notice to the other Contracting Party through diplomatic channels of its decision to terminate this Agreement. This Agreement shall then terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party unless such notice is withdrawn by agreement between the Contracting Parties before the expiry of this period. Such notice shall simultaneously be communicated to the International Civil Aviation Organization.

(2) In default of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the date on which the International Civil Aviation Organization will have received communication thereof.

Article 21
Registration with International Civil Aviation Organization

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

Article 22
Entry Into force

This Agreement shall enter into force on the date of receipt of the last notification through diplomatic notes by either Contracting Party to the other Contracting Party that it has fulfilled its internal legal procedures for the entry into force of this Agreement.

In witness whereof, the undersigned, duly authorized by their respective

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Governments, have signed this Agreement.

Done in Kigali on July 23, 2018 in duplicate in the Chinese and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

For the Government of
the People's Republic of China

For the Government of
the Republic of Rwanda

Annex
Route Schedule

1. The route of the agreed services operated by the airlines designated by the Government of the People's Republic of China shall be as follows in both directions:

Points of origin:	Intermediate points	Points of destination in Rwanda:	Beyond points
Any points in China	Any points	Two points to be specified by the aeronautical authority of China	Any points

2. The route of the agreed services operated by the airlines designated by the Government of the Republic of Rwanda shall be as follows in both directions:

Points of origin:	Intermediate points	Points of destination in China:	Beyond points
Any points in Rwanda	Any points	Three points to be specified by the aeronautical authority of Rwanda	Any points

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Notes:

1. The designated airline(s) of either Party may omit on any or all flights, any point on the specified routes and may serve them in any order, provided the agreed service begin and terminate in the territory of the Party designating the airline.

2. The exercise of fifth freedom traffic rights by the designated airline(s) of both Contracting Parties on the intermediate and beyond points shall be agreed upon between the aeronautical authorities of the two Parties.

3. Unless otherwise agreed, points specified in the above Routes Schedule shall not include Hong Kong Special Administrative Region, Macau Special Administrative Region or points in Taiwan Province of China.

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Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 40/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Rubanda y'Ubushinwa ajyanye no Gutwara Abantu n'Ibintu mu Kirere mu ndege za Gisivili, yashyiriweho umukono i Kigali mu Rwanda, ku wa 23/07/2018

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Law n°40/2019 of 25/10/2019 approving the ratification of the Agreement between the Government of the Republic of Rwanda and the Government of the People's Republic of China relating to Civil Air Transport, signed at Kigali, Rwanda, on 23/07/2018

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à la Loi n° 40/2019 du 25/10/2019 approuvant la ratification de l'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Populaire de Chine relatif au Transport aérien Civil, signé à Kigali au Rwanda, le 23/07/2018

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEGEKO N° 43/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA GUINÉE EQUATORIALE AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 14/01/2019

LAW N° 43/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AGREEMENT RELATING TO AIR TRANSPORT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF EQUATORIAL GUINEA, SIGNED AT KIGALI, RWANDA, ON 14/01/2019

LOI N° 43/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD RELATIF AU TRANSPORT AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE GUINÉE ÉQUATORIALE, SIGNÉ À KIGALI AU RWANDA, LE 14/01/2019

ISHAKIRO

Ingingo ya mbere: Kwemera kwemeza burundu

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

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Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

INTEKO ISHINGA AMATEGEKO YEMEJE NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA

THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA

LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA

INTEKO ISHINGA AMATEGEKO:

THE PARLIAMENT:

LE PARLEMENT :

Umutwe w'Abadepite, mu nama yawo yo ku wa 10 Nzeri 2019;

The Chamber of Deputies, in its session of 10 September 2019;

La Chambre des Députés, en sa séance du 10 septembre 2019 ;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176;

Imaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na

After consideration of the Agreement relating to Air Transport between the Government of

Après examen de l'Accord relatif au transport aérien entre le Gouvernement de la République

Guverinoma ya Repubulika ya Guinée Équatoriale ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 14/01/2019;

the Republic of Rwanda and the Government of the Republic of Equatorial Guinea, signed at Kigali, Rwanda, on 14/01/2019;

du Rwanda et le Gouvernement de la République de Guinée Équatoriale, signé à Kigali au Rwanda, le 14/01/2019 ;

YEMEJE:

ADOPTS:

ADOPTE :

Ingingo ya mbere: Kwemera kwemeza burundu

Article One: Approval for ratification

Article premier: Approbation pour ratification

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Guinée Équatoriale ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 14/01/2019, ari ku mugereka, yemerewe kwemezwa burundu.

The Agreement relating to Air Transport between the Government of the Republic of Rwanda and the Government of the Republic of Equatorial Guinea, signed at Kigali, Rwanda, on 14/01/2019, in annex, is approved for ratification.

L'Accord relatif au transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Guinée Équatoriale, signé à Kigali au Rwanda, le 14/01/2019, en annexe, est approuvé pour ratification.

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Article 2: Drafting, consideration and adoption of this Law

Article 2: Initiation, examen et adoption de la présente loi

Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.

This Law was drafted in English, considered and adopted in Ikinyarwanda.

La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

Article 3: Commencement

Article 3 : Entrée en vigueur

Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W' ITEGEKO N° 43/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA GUINÉE EQUATORIALE AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 14/01/2019

ANNEX TO LAW N° 43/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AGREEMENT RELATING TO AIR TRANSPORT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF EQUATORIAL GUINEA, SIGNED AT KIGALI, RWANDA, ON 14/01/2019

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ACCORD RELATIF AU TRANSPORT AERIEN

ENTRE

LE GOUVERNEMENT DE LA REPUBLIQUE DU RWANDA

ET

LE GOUVERNEMENT DE LA REPUBLIQUE DE GUINNEE EQUATORIALE

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Préambule

Le Gouvernement de la République du Rwanda et le Gouvernement République de Guinée Equatoriale (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 ;

Étant Parties à la Décision relative à la mise en œuvre de la Déclaration de Yamoussoukro concernant la libéralisation de l'accès aux marchés du transport aérien en Afrique, signée le 14 novembre 1999 et approuvée par les Chefs d'Etats de l'OUA en Juillet 2000 ;

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 :

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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 Ministère en charge de l'aviation civile; et dans le cas de la République de Guinée Equatoriale, le Ministère en charge de l'aviation civile 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 ;

d) «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 ;

e) « 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;

f) « OACI » signifie l'Organisation de l'Aviation Civile Internationale ;

g) [« 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

cette contrepartie ; (ou renvoi à la définition de la Décision de Yamoussoukro)

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 » désigne les routes figurant au tableau des routes annexé au présent Accord ;

j) « services agrées » signifie les services aériens réguliers de transport, distincts ou combinés, de passagers, de courrier et de fret, effectués moyennant rémunération sur les routes spécifiées ;

k) « 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 État ont pour destination un autre point du territoire de ce même État ;

n) « 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;

o) « 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 ;

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p) Décision de Yamoussoukro : Décision relative à la mise en œuvre de la déclaration de Yamoussoukro concernant la libéralisation de l'accès aux marchés du transport aérien en Afrique, signée le 14 novembre 1999 et approuvé par les Chefs d'Etats de l'OUA en juillet 2000.

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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 à la 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.

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Article 3
Désignation et autorisation

1. Chaque Partie a le droit de désigner 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 t 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.

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Article 4
Refus, révocation et limitation de l'autorisation

1. Les autorités aéronautiques de chaque Partie Contractante ont 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 :

   a) si elles n'ont pas la preuve que la compagnie est sous le contrôle réglementaire effectif de la Partie Contractante qui la désigne ;

   b) si la Partie Contractante qui a désigné ne se conforme pas aux dispositions de l'article 7 (Sécurité) ou de l'article 8 (Sûreté de l'aviation) ;

   c) si l'entreprise désignée n'est pas 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 qui a reçu la désignation.

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.

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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, de 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 règlementation relative à l'immigration, à la douane, à la quarantaine et aux autres domaines.

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Article 6
Reconnaissance des Certificats

1. 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.

2. 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.

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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.

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

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

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b) des motifs sérieux de craindre des déficiences dans l'adoption et la mise en œuvre 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.

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Article 8
Sûreté de l'aviation

1. Conformément à leurs droits et obligations en vertu du droit international, les Parties Contractantes réaffirment que leur obligation mutuelle de protéger 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 à Montréal le 23 septembre 1971, du Protocole pour la répression des actes illicites de violence dans les aéroports servant à l'aviation civile internationale (complémentaire à la Convention pour la répression d'actes illicites dirigés contre la sécurité de l'aviation civile), 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.

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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 débuteront 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.

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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.

2. 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.

3. Chacune des Parties Contractantes et la ou des entreprises désignées par elle prendra 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.

4. Chaque Partie Contractante convient de prendre des mesures pour éliminer toutes les formes de discrimination ou de pratiques concurrentielles déloyales.

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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;

   b) 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.

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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.

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Article 12
Approbation des programmes de vols

1. 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.

2. 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.

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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.

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Article 14
Tarifs

1. 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.

2. 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.

3. 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

1. 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.

2. 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.

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Article 16
Droits de douane

1. Chaque Partie Contractante exempte sur une base de réciprocité l'entreprise désignée par l'autre Partie Contractante, dans toute la mesure que permet sa législation nationale, 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.

2. 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.

3. 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.

4. Les exonérations prévues au présent article sont également accordées lorsque le ou les transporteur(s) aérien(s) désigné(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.

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Article 17
Activités commerciales

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

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Article 18
Conversion des devises et transfert des recettes

1. 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.

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

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Article 19
Consultations

1. 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.

2. 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.

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Article 20
Règlement des différends

1. En cas de différend entre les Parties Contractantes au sujet de l'interprétation ou de l'application du présent Accord, les Parties Contractantes s'efforcent en premier lieu de le régler par voie de négociations.

2. 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.

3. 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.

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

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

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

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Article 21
Amendements

1. 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.

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

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

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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.

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Article 23
Dénonciation

1. 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.

2. 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.

3. 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.

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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.

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Article 25
Entrée en vigueur

Le présent Accord entrera en vigueur aprés que les deux Parties Contractantes se seront mutuellement informées de l'accomplissement de leurs procédures constitutionnelles.

En foi de quoi, les soussignés, dûment autorisés par leurs Gouvernements respectifs ont signé le présent Accord.

Fait à Kigali, le 14 janvier 2019 en trois exemplaires originaux, en langue française, anglaise et espagnole, les trois textes faisant également foi. En cas de désaccord, c'est le texte en langue française qui prévaut.

.....	.....
POUR LE GOUVERNEMENT DE LA REPUBLIQUE DU RWANDA	POUR LE GOUVERNEMENT DE LA REPULIQUE DE GUINNEE EQUATORIALE

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 :

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

Point au départ	Points intermédiaires	Points en Guinée Equatoriale	Points au-delà
Tous points au Rwanda	Tous points	Tous points	Tous points

Avec l'exercice du droit de la cinquième liberté sur tous les points

b) **Routes exploitées par la ou (les) entreprise(s) désignée(s) de la République du Mali :**

Point au départ	Points intermédiaires	Points au Rwanda	Points au-delà
Tous points en Guinée Equatoriale	Tous points	Tous points	Tous points

Avec l'exercice du droit de la cinquième liberté sur tous les points

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Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 43/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Guinée Équatoriale ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 14/01/2019

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Law n°43/2019 of 25/10/2019 approving the ratification of the Agreement relating to Air Transport between the Government of the Republic of Rwanda and the Government of the Republic of Equatorial Guinea, signed at Kigali, Rwanda, on 14/01/2019

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à la Loi n° 43/2019. du 25/10/2019 approuvant la ratification de l'Accord relatif au transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Guinée Équatoriale, signé à Kigali au Rwanda, le 14/01/2019

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEGEKO N° 44/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA GHANA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 21/05/2018

LAW N° 44/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF GHANA, SIGNED AT KIGALI, RWANDA, ON 21/05/2018

LOI N° 44/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD BILATÉRAL RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU GHANA, SIGNÉ À KIGALI AU RWANDA, LE 21/05/2018

ISHAKIRO

Ingingo ya mbere: Kwemera kwemeza burundu

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Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

INTEKO ISHINGA AMATEGEKO YEMEJE NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA

THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA

LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA

INTEKO ISHINGA AMATEGEKO:

THE PARLIAMENT:

LE PARLEMENT:

Umutwe w'Abadepite, mu nama yawo yo ku wa 10 Nzeri 2019;

The Chamber of Deputies, in its session of 10 September 2019;

La Chambre des Députés, en sa séance du 10 septembre 2019;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176;

Imaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na

After consideration of the Bilateral Air Services Agreement between the Government

Après examen de l'Accord bilatéral relatif aux services aériens entre le Gouvernement de la

Guverinoma ya Repubulika ya Ghana ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 21/05/2018;

YEMEJE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Ghana ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 21/05/2018, ari ku mugereka, yemerewe kwemezwa burundu.

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.

Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa

Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

of the Republic of Rwanda and the Government of the Republic of Ghana, signed at Kigali, Rwanda, on 21/05/2018;

ADOPTS:

Article one: Approval for ratification

The Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Ghana, signed at Kigali, Rwanda, on 21/05/2018, in annex, is approved for ratification.

Article 2: Drafting, consideration and adoption of this Law

This Law was drafted in English, considered and adopted in Ikinyarwanda.

Article 3: Commencement

This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda**.**

République du Rwanda et le Gouvernement de la République du Ghana, signé à Kigali au Rwanda, le 21/05/2018;

ADOPTE:

Article premier: Approbation pour ratification

L'Accord bilatéral relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Ghana, signé à Kigali au Rwanda, le 21/05/2018, en annexe, est approuvé pour ratification.

Article 2: Initiation, examen et adoption de la présente loi

La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.

Article 3: Entrée en vigueur

La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 44/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA GHANA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 21/05/2018

ANNEX TO LAW N° 44/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF GHANA, SIGNED AT KIGALI, RWANDA, ON 21/05/2018

ANNEXE À LA LOI N° 44/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD BILATÉRAL RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU GHANA, SIGNÉ À KIGALI AU RWANDA, LE 21/05/2018

BILATERAL AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF THE REPUBLIC OF GHANA

PREAMBLE

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

Being parties to

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

The Yamoussoukro Declaration on a New African Air Transport Policy adopted on 7 October 2008;

The Yamoussoukro Decision relating to the implementation of the Yamoussoukro Declaration concerning the liberalisation of Access to Air Transportation markets in Africa on 14 November 1999 as endorsed by the Organisation of African Unity (OAU) Heads of State in July 2000; and

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 peoples of the two countries;

Desiring to facilitate the expansion of international air transport opportunities;

HAVE AGREED AS FOLLOWS:

ARTICLE 1: DEFINITIONS

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

    a) **"Aeronautical Authority"** means in the case of Rwanda , the Ministry of Infrastructure and Rwanda Civil Aviation Authority and in the case of the Republic of Ghana, the Ministry responsible for Civil Aviation, or in both cases, their successors or any person or body who may be authorized to perform any function to which this Agreement relates;

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

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

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

e) **"Capacity"** is the amount(s) of services provided under this Agreement, usually measured in the number of flights (frequencies) or seats or tonnes of cargo offered in a market (city pair, or country to country) or on a route during a specific period, such as daily, weekly, seasonally or annually;

f) **"Cargo"** includes mail;

g) **"Convention"** means the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December 1944, and includes: (i) any amendment thereto which has entered into force under Article 94(a) of the Convention and has been ratified by both Contracting Parties; and (ii) any annex or amendment adopted thereto under Article 90 of that Convention, insofar as such annex or amendment is at any given time effective for both Contracting Parties;

h) **"Designated Airline"** means an airline that has been designated and authorized in accordance with Article 3 of this Agreement;

i) **"Tariffs"** means the prices which the Designated Airlines charged for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including the commissions paid to agencies and other auxiliary services, but excluding remuneration and conditions for carriage of mail;

j) **"Territory"** in relation to a State has the meaning assigned to it in Article 2 of the Convention;

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 crew, passengers, baggage and cargo;

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

3. In implementing this Agreement, the Contracting Parties shall act in conformity with the provisions of the Convention insofar as those provisions are applicable to International Air Services.

ARTICLE 2: GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement to enable its Designated Airlines to establish and operate the 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 passenger, baggage and Cargo, separately or in any combination, while operating the Agreed Services on 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, shall also enjoy the rights specified in paragraphs 2(a) and 2(b) of this Article.

4. Nothing in this Article shall be deemed to confer on any Designated Airlines of either Contracting Party the privilege of taking on, in the Territory of the other

Contracting Party, passengers, baggage and Cargo carried for remuneration or hire and destined for another point within the Territory of that other Contracting Party.

5. If because of armed conflict, political disturbances or developments or special and unusual circumstances a Designated Airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangement of routes as is mutually decided by the Contracting Parties.

6. The Designated Airlines shall have the right to use all airways, airports and other facilities provided by the Contracting Parties on a non-discriminatory basis.

ARTICLE 3: DESIGNATION AND AUTHORIZATION

1. The Aeronautical Authority of each Contracting Party shall have the right to designate one or more 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, through diplomatic channels by the Aeronautical Authority of the Contracting Party having designated the airline to the Aeronautical Authority of the other Contracting Party.

2. On receipt of a notice of designation, substitution or alteration thereto, and on application from the Designated Airline in the form and manner prescribed, the other Contracting Party shall, grant the appropriate operating authorizations with minimum procedural delay, provided:

   a) the incorporation and principal place of business of the airline are in the territory of the
   b) the Contracting Party designating the airline has and maintains effective regulatory control of the airline;

   c) the Designated Airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Contracting Party considering the application or applications; and

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

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

ARTICLE 4: REVOCATION OR SUSPENSION OF OPERATING AUTHORIZATION

1. The Aeronautical Authority of each Contracting Party shall, with respect to an airline designated by the other Contracting Party, have the right to withhold, revoke, suspend, or limit, or impose conditions on the operating authorization where:

a) the Aeronautical Authority is not satisfied that the incorporation and principal place of business of the airline are in the territory of the Contracting Party designating the airline; or

b) in the event that the Aeronautical Authority is not satisfied that the Contracting Party designating the airline has and maintains effective regulatory control of the airline; or

c) in the event that 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;

d) the other Contracting Party designating the airline is not maintaining and administering the standards as set forth in Article 6 (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 non compliance with subparagraphs 1(b) or 1(c) of this Article, the rights established by this Article shall be exercised only after consultation with the Aeronautical Authority 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 authorization of a Designated Airline or Airlines of the other Contracting Party in accordance with the provisions of Article 6 (Safety) and Article 7 (Aviation Security).

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

ARTICLE 5: APPLICATION OF LAWS

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

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

3. Neither Contracting Party may grant any preference to its own or any other airline(s) over the Designated Airline(s) of the other Contracting Party in the application of the laws and regulations provided for in this Article.

4. Passengers, baggage, cargo and mail in direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such purposes shall, except in respect of security measures, narcotics control or in special circumstances, be subject to no more than a simplified control.

ARTICLE 6: SAFETY

1. Each Contracting Party may request consultations at any time concerning safety standards maintained by the other Contracting Party relating to aeronautical facilities, aircrew, 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 (Revocation or Suspension of Operating Authorization) of this Agreement.

3. Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of an airline of one Contracting Party on services to or from the Territory of the other Contracting Party, may, while within the Territory of the other Contracting Party, be made the subject of an examination by the authorized representatives of the other Contracting Party provided this does not cause unreasonable delay in the operation of the aircraft. The purpose of this search shall be to verify the validity of the relevant aircraft documentation, the licensing of its 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 licenses in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid or that the requirements under which that aircraft is operated are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by an airline of one Contracting Party in accordance with

paragraph (3) of this Article is denied by a representative of that airline, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph (4) of this Article arise and draw the conclusions referred to in that paragraph.

6. Each Contracting Party reserves the right to suspend or vary the operating authorization of an airline 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 9/25 September 1963, the *Convention for the Suppression of Unlawful Seizure of Aircraft*, signed at the Hague on 16 December 1970, the *Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation*, signed at Montreal on 23 September, 1971 and the *Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation done at Montreal on 23 September 1971*, signed at Montreal on 24 February 1988, and any other agreement governing civil aviation security binding upon both Contracting Parties.

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 operators of aircraft referred to in paragraph (6) above may be required to observe the aviation security provisions referred to in paragraph (4) above applied by the other Contracting Party for entry into, departure from, or while within the Territory of that other Contracting Party.

8. Each Contracting Party shall ensure that measures are effectively applied within its Territory to protect the aircraft and to screen their passengers, crew and carry-on items and to carry out appropriate security checks on baggage, Cargo and aircraft stores prior to boarding or loading. Each Contracting Party also agrees to give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

9. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation 10/25 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 Authority of the first Contracting Party may request immediate consultations with

the Aeronautical Authority of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for the application of paragraph (1) of Article 4 of this Agreement. When required by an emergency, a Contracting Party may take interim action under paragraph (1) of Article 4 (Revocation or Suspension of Operating Authorization) 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 licenses issued, or rendered valid by one Contracting Party and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the Agreed Services on the Specified Routes, provided that the requirements under which such certificates and licences were issued, or rendered valid, are equal to or higher than the minimum requirements which are, or may be in the future, established under the Convention.

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

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

ARTICLE 9: FAIR COMPETITION

1. Each Contracting Party shall allow a fair and equal opportunity for the Designated

Airlines to
compete freely in providing the international air transportation governed by this Agreement.

2. Each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination and anti-competitive or predatory practices in the exercise of the rights and entitlements set out in this Agreement.

3. Each Contracting Party shall allow the Designated Airlines to determine the capacity and the number of frequencies to be operated based upon commercial consideration in the marketplace. Consistent with this right, neither Contracting Party shall unilaterally limit the volume of traffic, frequencies or regularity of service or the aircraft type(s) operated by the Designated Airlines of the other Contracting Party, except as may be required for customs, technical, operational or environmental requirements under uniform conditions consistent with Article 15 of the Convention.

4. Neither Contracting Party shall impose on the Designated Airlines of the other Contracting Party, a first refusal requirement, uplift ratio, no objection fee or any other requirement with respect to capacity, frequencies or traffic which would be inconsistent with the purposes of this Agreement.

ARTICLE 10: APPROVAL OF SCHEDULES

1. The Designated Airlines of each Contracting Party shall submit for approval to the type of aircraft, and period of validity. This requirement shall likewise apply to any modification thereof.

2. If a Designated Airline wishes to operate ad-hoc flights supplementary to those covered in the approved schedules, it shall obtain prior permission of the Aeronautical Authority of the Contracting Party concerned, who shall give positive and favourable consideration to such request.

ARTICLE 11: STATISTICS

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

ARTICLE 12: COOPERATIVE MARKETING ARRANGEMENTS

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

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

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

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

   provided that all airlines in such arrangements hold the appropriate authority to operate on the routes and segments concerned.
2. In the event of code-sharing arrangement, the marketing airline shall, in respect of any ticket sold by it, make it clear to the purchaser at the point of sale which airline or airlines will actually operate each sector of the service and with which airline the purchaser is entering into a contractual relationship.
3. The Contracting Parties agree to take the necessary action to ensure that consumers are fully informed and protected with respect to code-shared flights operating to or from their Territory and that, as a minimum, passengers should be provided with the necessary information 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-sharing 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 transportation.

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 may be required in connection with the provision of air transportation.

3. Such representatives and staff requirements mentioned in paragraph (2) of this Article may, at the option of the Designated Airline, be satisfied by its own personnel of any nationality or by using the services of any other airline, organization or company operating in the Territory of the other Contracting Party and authorized to perform such services in the Territory of such other Contracting Party.

4. The Designated Airlines of each Contracting Party shall, either directly and at their discretion, through agents, have the right to engage in the sale of air transportation and its ancillary products and facilities in the Territory of the other Contracting Party.

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

6. The Designated Airlines of each Contracting Party shall have the right to pay for local expenses in the Territory of the other Contracting Party in local currency or provided that this is in accordance with local currency regulations, in any freely convertible currencies.

7. Each Designated Airline shall have the right to provide their own ground handling services in the Territory of the other Contracting Party or otherwise to contract these

services out, in full or in part, at its option, with any of the suppliers authorised for the provision of such services. Where or as long as the laws and regulations applicable to ground handling in the territory of one Contracting Party do not allow self-handling or limit the freedom to contract these services out, each Designated Airline shall be treated on a non-discriminatory basis as regards their access to ground handling services provided by a supplier or suppliers.

ARTICLE 14: TARIFFS

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

   (a) prevention of Tariffs whose application constitutes anti-competitive behaviour 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 existing or 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 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 Airline, as well as printed ticket stock, airway bills, staff uniforms, computers and ticket printers used by the Designated Airline for reservations and ticketing, any printed material which bears the insignia of the Designated Airline printed thereon and usual publicity and promotional materials distributed free of charge by such Designated Airline.

2. The exemptions granted by this Article shall apply to the items referred to in paragraph (1) of this Article which are:
   a) introduced into the Territory of one Contracting Party by or on behalf of a Designated Airline of the other Contracting Party;

   b) retained on board the aircraft of a Designated Airline of one Contracting Party upon arriving in and until leaving the Territory of the other Contracting Party and/or consumed during flight over that Territory;

   c) taken on board the aircraft of a Designated Airline of one Contracting Party in the Territory of the other Contracting Party and intended for use in operating the agreed services;

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

3. The regular airborne equipment, as well as the materials, supplies and stores normally retained on board the aircraft used by the Designated Airline of either

Contracting Party may be unloaded in the Territory of the other Contracting Party only with the approval of the customs authorities of that other Contracting Party. In such a case, they may be required to be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

4. The exemptions provided for by this Article shall also be available in situations where the Designated Airlines of one Contracting Party have entered into arrangements with another airline(s), for the loan or transfer in the Territory of the other Contracting Party, of the regular equipment and the other items referred to in paragraph (1) of this Article, provided that that other airline enjoys the same exemption(s) from that other Contracting Party.

ARTICLE 16: USER CHARGES

1. Each Contracting Party shall use its best efforts to ensure that the User Charges imposed or permitted to be imposed by its competent charging bodies on the Designated Airlines of the other Contracting Party for the use of airports and other aviation facilities are just and reasonable. These charges shall be based on sound economic principles and shall not be higher than those paid by other airlines for such services.

2. Neither Contracting Party shall give preference, with respect to User Charges, to its own or to any other airline(s) engaged in similar International Air Services and shall not impose or permit to be imposed, on the Designated Airline(s) of the other Contracting Party User Charges higher than those imposed on its own Designated Airline(s) operating similar International Air Services using similar aircraft and associated facilities and services.

3. Each Contracting Party shall encourage consultations between its competent charging bodies and the Designated Airlines using the services and facilities, where practicable through those airlines' representative organisations. Each Contracting Party shall encourage the competent charging bodies to provide users with reasonable notice whenever possible of any proposal for changes in User Charges together with relevant supporting information and data, to enable users to express their views before the charges are revised.

ARTICLE 17: TRANSFER OF FUNDS

1. Each Contracting Party shall grant to the Designated Airlines of the other Contracting Party the right to transfer freely the excess of receipts over expenditure earned by such airlines in its Territory in connection with the sale of air transportation, sale of other ancillary products and services as well as commercial interest earned on such revenues (including interest earned on deposits awaiting transfer). Such transfers shall be effected in any convertible currency, in accordance with the foreign exchange regulations of the Contracting Party in the Territory of which the revenue accrued. Such 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, the latter shall have a right to impose reciprocal restrictions on the Designated Airlines of the first Contracting Party.
3. In the event that there exists, a special agreement between the Contracting Parties for the 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 (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 flight 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

Each Designated Airline shall be permitted to use surface modes of transport without restriction in conjunction with the international passenger and 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: CONSULTATION

1. In the 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.

9. 2. Except as provided in Article 6 (Safety) and Article 7 (Aviation Security), 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 of the date of receipt of such a request, unless otherwise agreed by both Contracting Parties.

ARTICLE 22: AMENDMENT OF AGREEMENT

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

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

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

4. This Agreement shall, subject to the necessary changes, be deemed to have been amended by those provisions of any international convention or

multilateral agreement which becomes binding on both Contracting Parties.

ARTICLE 23: SETTLEMENT OF DISPUTES

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

2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute 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 negotiation, the dispute shall, at the request of either Contracting Party, be submitted for decision to a tribunal of three (3) arbitrators which shall be constituted in the following manner:

a) Within sixty (60) days of receipt of a 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 paragraph (3) subparagraph (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 a case the arbitrator or arbitrators appointed by the said President or the Vice President as the case may be, shall not be nationals or permanent residents of the States parties to this Agreement.

4. Except as hereinafter provided in this Article or otherwise agreed by the Contracting Parties, the tribunal shall determine the place where the proceedings will be held and the limits of its jurisdiction in accordance with this Agreement. The tribunal shall establish its own procedure. 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 may be taken by a majority vote.

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

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

9. Subject to the final decision of the tribunal, the Contracting Parties shall bear the costs of its arbitrator and an equal share of the other costs of the tribunal, including any expenses incurred by the President or Vice President of the Council of the International Civil Aviation Organization in implementing the procedures in paragraph 3(b) of this Article.

10. If, and as long as, either Contracting Party fails to comply with a decision contemplated in paragraph (8) of this Article, the other Contracting Party may 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, other than amendments to the Annex, shall be submitted by the Contracting Parties to the International Civil Aviation Organization for registration.

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 a 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 be provisionally made effective from the date of signature and shall enter into force on the day the last written notification is received by diplomatic note confirming that the Contracting Parties have fulfilled all respective internal procedures required for the entry into force of this Agreement.

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

Done in Kigali on this 21 day of May of the year 2018.

FOR THE GOVERNMENT OF

THE REPUBLIC OF RWANDA

Hon Eng. Jean de Dieu UWIHANGANYE
Minister of State in Charge of Transport

FOR THE GOVERNMENT OF

THE REPUBLIC OF GHANA

Hon Cecilia ABENA DAPAAH
Minister for Aviation

HON. MINISTER
MINISTRY OF AVIATION

ANNEX

ROUTE SCHEDULE

Section 1

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

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points in Rwanda	Any Points	Any Points in Ghana	Any Points

and vice-versa.

Section 2:

Routes to be operated by the Designated Airline(s) of Any Points in Ghana

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points in Ghana	Any Points	Any Points in Rwanda	Any Points

and vice-versa.

NOTES

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

a) operate flights in either or both directions;
b) combine different flight numbers within one aircraft operation;
c) serve intermediate and beyond points and points in the territories of the Contracting Parties, including co-terminal points, on the routes in any combination and in any order;
d) omit stops at any point or points;
e) transfer traffic, including code-sharing operations, from any of its aircraft

to any of its other aircraft at any point on the routes;

f) serve points behind any point in its territory 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;

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 cargo services, the service serves a point in the territory of the Contracting Party designating the airline(s).

(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.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n°44/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Ghana ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 21/05/2018

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Law n°44/2019 of 25/10/2019 approving the ratification of the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Ghana, signed at Kigali, Rwanda, on 21/05/2018

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à la Loi n° 44/2019 du 25/10/2019 approuvant la ratification de l'Accord bilatéral relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Ghana, signé à Kigali au Rwanda, le 21/05/2018

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEGEKO N° 45/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA BENIN AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I COTONOU MURI BENIN, KU WA 23/03/2016

LAW N° 45/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AGREEMENT RELATING TO AIR TRANSPORT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF BENIN, SIGNED AT COTONOU, BENIN, ON 23/03/2016

LOI N° 45/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD RELATIF AU TRANSPORT AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU BÉNIN, SIGNÉ À COTONOU AU BÉNIN, LE 23/03/2016

ISHAKIRO

Ingingo ya mbere: Kwemera kwemeza burundu

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

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Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic**;**

Nous, KAGAME Paul,
Président de la République;

INTEKO ISHINGA AMATEGEKO YEMEJE NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA

THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA

LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA

INTEKO ISHINGA AMATEGEKO:

THE PARLIAMENT:

LE PARLEMENT:

Umutwe w'Abadepite, mu nama yawo yo ku wa 10 Nzeri 2019;

The Chamber of Deputies, in its session of 10 September 2019;

La Chambre des Députés, en sa séance du 10 septembre 2019;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176;

Imaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na

After consideration of the Agreement relating to Air Transport between the Government of

Après examen de l'Accord relatif au transport aérien entre le Gouvernement de la République

Guverinoma ya Repubulika ya Benin ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Cotonou muri Benin, ku wa 23/03/2016;

the Republic of Rwanda and the Government of the Republic of Benin, signed at Cotonou, Benin, on 23/03/2016;

du Rwanda et le Gouvernement de la République du Bénin, signé à Cotonou au Bénin, le 23/03/2016;

YEMEJE:

ADOPTS:

ADOPTE:

Ingingo ya mbere: Kwemera kwemeza burundu

Article one: Approval for ratification

Article premier: Approbation pour ratification

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Benin ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Cotonou muri Benin, ku wa 23/03/2016, ari ku mugereka, yemerewe kwemezwa burundu.

The Agreement relating to Air Transport between the Government of the Republic of Rwanda and the Government of the Republic of Benin signed at Cotonou, Benin, on 23/03/2016, in annex, is approved for ratification.

L'Accord relatif au transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Bénin, signé à Cotonou au Bénin, le 23/03/2016, en annexe, est approuvé pour ratification.

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Article 2: Drafting, consideration and adoption of this Law

Article 2: Initiation, examen et adoption de la présente loi

Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.

This Law was drafted in English, considered and adopted in Ikinyarwanda.

La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

Article 3: Commencement

Article 3: Entrée en vigueur

Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 25/10/2019

Kigali, on 25/10/2019

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 45/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA BENIN AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I COTONOU MURI BENIN, KU WA 23/03/2016

ANNEX TO LAW N° 45/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AGREEMENT RELATING TO AIR TRANSPORT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF BENIN, SIGNED AT COTONOU, BENIN, ON 23/03/2016

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ACCORD
RELATIF AU TRANSPORT AERIEN

ENTRE

LE GOUVERNEMENT
DE LA REPUBLIQUE DU RWANDA

ET

LE GOUVERNEMENT
DE LA REPUBLIQUE DU BENIN

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Article 25 : Enregistrement auprès de l'OACI

Annexe : Tableaux de routes

Le Gouvernement de la République du Rwanda, d'une part ;

Et

Le Gouvernement de la République du Bénin, d'autre part ;

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;

Étant parties à la Décision relative à la mise en œuvre de la Déclaration de Yamoussoukro concernant la libéralisation de l'accès aux marchés du transport aérien en Afrique, signée le 14 novembre 1999 et approuvée par les Chefs d'Etat de l'OUA en juillet 2000;

Désireux de promouvoir et de faciliter le développement des services aériens internationaux;

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

Désireux d'assurer au plus haut niveau la sécurité et la sûreté de l'Aviation Civile ;

Soucieux de promouvoir la coopération bilatérale entre les peuples béninois et rwandais, et plus particulièrement le développement des échanges commerciaux entre les deux pays ;

Sont convenus de ce qui suit ;

Article premier
Définitions

Aux fins du présent Accord, sauf indication contraire, les termes et expressions ci-dessous s'entendent:

a) «**Accord**», le présent Accord, son (ses) Annexe(s) et leurs amendements éventuels;

b) «**Autorités aéronautiques**», dans le cas de la République du Bénin le Ministre en charge de l'Aviation Civile, et dans le cas de la République du Rwanda le Ministre en charge de l'Aviation Civile ou, dans les deux cas, toute autre autorité ou personne habilitée à remplir les fonctions actuellement exercées par lesdites autorités ;

c) «**Capacité**», 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 (paire de villes ou de pays à pays) ou sur une route pendant une période donnée (jour, semaine, saison ou année) ;

d) «**Entreprise de transport aérien désignée**», une entreprise de transport aérien qui a été désignée et autorisée conformément à l'article 3 du présent Accord;

e) «**Décision de Yamoussoukro**», la Décision relative à la mise en œuvre de la Déclaration de Yamoussoukro concernant la libéralisation de l'accès aux marchés du transport aérien en Afrique, signée le 14 novembre 1999 et approuvée par les Chefs d'Etat de l'OUA en juillet 2000 ;

f) «**Convention**», 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 auxdites Annexes ou à la Convention en vertu des articles 90 et 94, dans la mesure ou lesdits Annexes et amendements ont pris effet pour les Parties Contractantes ;

g) «**OACI**», l'Organisation de l'Aviation Civile Internationale ;

h) «**Partie Contractante**», un des Etats formellement lié par le présent Accord;

i) «**Tarif**», 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 compagnies aériennes ou par leurs agents, ainsi que les conditions dans lesquelles ces prix ou tarifs s'appliquent ;

j) «**Redevances d'usage**», les redevances imposées aux compagnies aériennes 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 ;

k) «**Routes spécifiées** », les routes figurant aux tableaux des routes annexé au présent Accord ;

l) «**Services agréés**», les services aériens réguliers de transport, distincts ou combinés, de passagers, de courrier et de fret, effectués moyennant rétribution sur les routes spécifiées ;

m) «**Service aérien**», «**Service aérien International**» et «**Escale non commerciale**», le sens que leur donne l'article 96 de la Convention ; et

n) «**Territoire**», le territoire d'un État au sens que lui donne l'article 2 de la Convention :

o) «**Transport aérien**», le transport public, par aéronef, de passagers, de bagages, de marchandises et de courrier, séparément ou en combinaison, contre rémunération ou en vertu d'un contrat de location ;

p) «**Transport aérien intérieur**», 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 point du territoire de ce même État ;

q) «**Transport aérien intermodal** », 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 ou en vertu d'un contrat de location ;

r) «**Transport aérien international** », 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 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, la ou les entreprises désignées de chaque Partie Contractante jouira ou jouiront de l'exploitation des services aériens internationaux :

a) le droit de survoler le territoire de l'autre Partie Contractante;

b) le droit de faire des escales sur le territoire de l'autre Partie Contractante à des fins non commerciales ;

c) le droit d'embarquer et de débarquer sur le territoire de l'autre Partie Contractante, aux points spécifiés aux tableaux de routes figurant à l'Annexe du présent Accord, des passagers, des bagages, des marchandises et des envois postaux.

2. Aucune disposition du présent Accord n'est censée conférer aux entreprises désignées d'une Partie Contractante le droit d'embarquer contre rémunération sur le territoire de l'autre Partie Contractante des passagers, des bagages, des marchandises ou du courrier à destination d'un autre point du territoire de cette autre Partie Contractante.

3. En cas de conflit armé, de troubles politiques ou de circonstances exceptionnelles 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

Article 3
Désignation et Autorisation

1. Chaque Partie Contractante a le droit de désigner 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. Cette désignation fera l'objet d'une notification écrite par voie diplomatique entre les autorités aéronautiques des Parties Contractantes.

2. Dès réception de cette désignation et de la demande de l'entreprise de transport aérien désignée, dans la forme et de la manière prescrites pour l'autorisation d'exploitation, chaque Partie Contractante accorde l'autorisation d'exploitation appropriée avec le minimum de délai de procédure, à condition que :

a) l'entreprise de transport aérien désignée ait son principal établissement sur le territoire de la Partie Contractante qui l'a désignée ;

b) la Partie Contractante qui a désigné l'entreprise de transport aérien ait et maintienne sur elle un contrôle réglementaire effectif;

c) la Partie Contractante qui a désigné l'entreprise de transport aérien se conforme aux dispositions de l'article 7 (Sécurité) et de l'article 8 (Sûreté de l'Aviation) du présent Accord ;

d) l'entreprise de transport aérien 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 examine la demande.

3. Dès réception de l'autorisation d'exploitation visée au paragraphe 2, une entreprise de transport aérien désignée peut à tout moment commencer à exploiter les services convenus pour lesquels elle est ainsi désignée, à condition qu'un tarif établi conformément aux dispositions de l'Article 14 du présent Accord soit appliqué.

Article 4
Refus, révocation et limitation de l'autorisation

1. Les autorités aéronautiques de chaque Partie Contractante ont le droit de refuser les autorisations prévues à l'article 3 (Désignation et autorisation) et de révoquer ou suspendre ces autorisations ou d'imposer des conditions, de façon temporaire ou permanente si :

a) elles n'ont pas la preuve que l'entreprise de transport aérien désignée a son principal établissement sur le territoire de la Partie Contractante désignant l'entreprise ;

b) elles n'ont pas la preuve que la Partie Contractante qui a désigné l'entreprise de transport aérien a et maintient sur elle un contrôle réglementaire effectif;

c) la Partie Contractante désignant l'entreprise ne se conforme pas aux dispositions de l'article 7 (Sécurité) ou de l'article 8 (Sûreté de l'aviation) du présent Accord ;

d) l'entreprise de transport aérien désignée n'est pas à même de respecter les autres conditions prescrites par les lois et règlements normalement appliqués à l'exploitation de services de transport aérien international par la Partie Contractante qui a reçu la désignation.

2. A 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) ou 8 (Sûreté de l'Aviation), les droits énoncés au paragraphe 1 ne seront exercés qu'après 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 de transport aérien 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, de 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 de transport aérien désignée de chaque Partie Contractante lorsqu'ils se trouvent sur ledit territoire.

3. Aucune Partie Contractante n'accordera à sa propre entreprise de transport aérien ni à aucune autre une préférence par rapport à une entreprise de

transport aérien désignée par une autre Partie Contractante et exerçant des activités semblables de transport aérien international, dans l'application de ses règlements relatifs à l'immigration, à la douane, à la quarantaine et aux autres domaines.

Article 6
Reconnaissance des Certificats

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

2. 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 accordés à ses propres ressortissants par une autre Partie Contractante.

Article 7
Sécurité

1. Chaque Partie Contractante peut en tout temps demander des consultations au sujet des normes de sécurité adoptées par une autre Partie Contractante dans les 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 requiert pas ou n'applique pas effectivement, dans le domaine mentionné au paragraphe 1, des normes de sécurité au moins égales aux normes minimales instituées au moment considéré en application de la Convention, elle informe l'autre Partie Contractante de ces consultations et l'autre Partie Contractante adopte des mesures correctives en conséquence. Si l'autre Partie Contractante ne prend pas des mesures adéquates dans un délai de 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 (Refus, révocation et limitation de l'autorisation).

3. Nonobstant les obligations énoncées par l'article 33 de la Convention, 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 le territoire de l'autre Partie Contractante, être soumis par les représentants habilités de l'autre Partie Contractante à un examen à bord ou à l'extérieur de l'aéronef afin de vérifier la validité des documents de l'aéronef et de ceux de son équipage ainsi que l'état apparent de l'aéronef et de ses équipements pour autant que cela n'entraîne pas un retard déraisonnable.

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

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

b) des motifs sérieux de craindre des déficiences dans l'adoption et la mise en œuvre effective de normes de sécurité en vigueur au moment considéré conformément à la Convention, la Partie Contractante qui effectue l'inspection est, conformément à 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 au moment considéré conformément à la Convention.

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

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 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, et de toute autre convention internationale et/ou protocole en vigueur dans les deux Etats relatifs à la sûreté de l'Aviation Civile.

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 Internationale.

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 ces exploitants d'aéronefs peuvent être tenus d'observer les dispositions relatives à la sûreté de l'Aviation Civile dont il est question au paragraphe 3 et que toute autre Partie Contractante prescrit pour l'entrée et le séjour sur son territoire et pour la sortie de son territoire.

Chacue 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 Contractante 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 débuteront 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 la compagnie ou des compagnies 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 de transport aérien désignées de chaque Partie Contractante auront des possibilités équitables et égales d'exploiter des vols sur toute route convenue entre les territoires des Parties Contractantes.

2. Chaque Partie Contractante permet à chaque entreprise de transport aérien désignée de déterminer la fréquence et la capacité du transport aérien international qu'elle offre en fonction de considérations commerciales du marché.

3. Dans l'exploitation des services agréés, les entreprises de transport aérien désignées devront prendre en considération leurs intérêts mutuels afin de ne pas affecter indument leurs services respectifs.

4. Les services assurés par une entreprise de transport aérien désignée en vertu des dispositions du présent Accord auront pour but essentiel de fournir une capacité de transport suffisante pour répondre aux demandes de trafic entre le pays dont ladite entreprise a la nationalité et le pays de destination finale du trafic. Le droit d'embarquer ou de débarquer sur ces services du trafic international à destination ou en provenance de pays tiers en un ou plusieurs points des routes indiquées dans le présent Accord, sera exercé conformément aux principes généraux de développement ordonné du transport aérien international auxquels souscrivent les deux Parties Contractantes et sera soumis au principe général selon lequel la capacité doit être en rapport avec :

a) les besoins de trafic entre le pays d'origine et les pays de destination finale ;

b) les exigences de l'exploitation de services qui se poursuivent au-delà de points situés sur le territoire des Parties Contractantes ;

c) les besoins de trafic de la région traversée par la entreprise de transport aérien, compte tenu des services locaux et régionaux.

5. Chaque Partie Contractante convient de prendre les mesures nécessaires pour éliminer toutes les formes de discrimination ou de pratiques concurrentielles déloyales nuisibles à la position concurrentielle d'une entreprise de transport aérien désignée de l'autre Partie Contractante.

6. Des consultations entre les Parties Contractantes seront organisées chaque fois que de besoin, qu'une Partie Contractante demandera que la capacité offerte dans le cadre de l'Accord soit revue, afin d'assurer l'application des principes qui régissent l'exploitation desdits services.

Article 10
Arrangements de partage de codes et de coopération

1. Pour exploiter ou offrir les services autorisés sur les routes convenues, toute entreprise de transport aérien désignée d'une Partie Contractante peut conclure des arrangements de coopération dans le domaine de la commercialisation

notamment en matière de coentreprises, de réservation de capacité et de partage de codes avec :

a) une ou plusieurs entreprise de transport aérien de l'une ou l'autre Partie Contractante;

b) une ou plusieurs entreprises de transport aérien d'un pays tiers signataire de la Décision de Yamoussoukro;

Sous réserve que toutes les entreprises de transport aérien qui concluent ces arrangements:

i) détiennent les autorisations appropriées et

ii) répondent aux conditions normalement appliquées à ces arrangements.

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, au minimum, les renseignements nécessaires soient fournis aux passagers comme suit:

a) par le personnel de l'entreprise de transport aérien au moment de la réservation et à toutes les étapes du voyage ;

b) par écrit, sur le billet et/ou 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 l'entreprise de transport aérien responsable en cas de dommage ou d'accident.

Article 11
Location d'aéronefs

Les compagnies aériennes 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

1. L'entreprise de transport aérien désignée de chaque Partie Contractante soumettra, pour approbation aux autorités aéronautiques de l'autre Partie Contractante le programme de vols qu'elle envisage appliquer, trente (30) jours au maximum, avant que les services convenus ne soient assurés. Elle fera de même, dans un délai de quinze (15) jours, pour toute modification de ce programme.

2. Dans le cas de vols supplémentaires que l'entreprise de transport aérien désignée d'une Partie Contractante souhaite assurer sur les services convenus en dehors du programme approuvé, cette entreprise demandera l'autorisation préalable des autorités aéronautiques de l'autre Partie Contractante. Ces demandes seront soumises à approbation au moins trois (3) jours ouvrables avant l'exécution des vols.

Article 13
Statistiques

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

Article 14
Tarifs

1. Les tarifs sur les services visés par le présent Accord sont établis à des taux raisonnables par la ou les entreprises de transport aérien désignées, 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 à appliquer par les entreprises de transport aérien soient approuvés par l'une ou l'autre des Parties Contractantes.

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

3. Les Parties Contractantes conviennent d'accorder une attention particulière aux tarifs qui pourraient être inadmissibles parce que 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

1. Aucune des Parties Contractantes 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 compagnies exploitant des services internationaux similaires.

2. 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 non moins favorables qu'aux conditions les plus favorables que celles offertes à toute autre entreprise assurant des services aériens internationaux similaires au moment où sont conclues les modalités de leur utilisation.

Article 16
Droits de douane

1. Chaque Partie Contractante exempte sur une base de réciprocité une entreprise désignée par l'autre Partie Contractante, dans toute la mesure que permet sa législation nationale, des droits de douane, taxes d'accise, frais de visite et autres droits et redevances nationaux sur les aéronefs, le carburant, les lubrifiants, 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 uniquement en rapport avec l'exploitation ou l'entretien courant des aéronefs de l'entreprise de transport aérien désignée de l'autre Partie Contractante qui exploite les services convenus.

2. Les exemptions accordées par le présent Article s'appliquent aux articles visés au paragraphe 1 ;

a) introduits sur le territoire de la Partie Contractante considérée par ou au nom de l'entreprise de transport aérien désignée par une autre Partie Contractante ;

b) conservés à bord des aéronefs de l'entreprise de transport aérien désignée d'une Partie Contractante à l'arrivée sur le territoire ou au départ du territoire de l'autre Partie Contractante ; ou

c) embarqués à bord d'aéronefs de l'entreprise de transport aérien désignée par une Partie Contractante sur le territoire de l'autre Partie Contractante et destinés à être utilisés dans l'exploitation des services convenus, que ces articles soient ou non utilisés ou consommés entièrement sur le territoire de la Partie Contractante 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 Contractante.

3. L'équipement de bord ordinaire ainsi que les matériaux et fournitures normalement conservés à bord des aéronefs d'une entreprise de transport aérien 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.

4. Les exonérations prévues au présent article sont également accordées lorsque le ou les transporteur(s) aérien(s) désigné(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 aux paragraphes 1 et 2 du présent article.

Article 17
Activités commerciales

1. Chaque Partie Contractante accorde aux entreprises de transport aérien 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 la entreprise de transport aérien), y compris le droit d'établir des bureaux sur réseau et hors réseau.

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

3. La ou les entreprises de transport aérien désignées d'une Partie Contractante sont autorisées 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.

4. Les représentants et le personnel sont soumis aux lois et règlements en vigueur de l'autre Partie Contractante, dans le cadre desquels:

a) chaque Partie Contractante, avec le délai minimal, accorde aux représentants et au personnel prévus au paragraphe 3 les autorisations d'emploi, visas de visiteur et autres documents similaires nécessaires ;

b) les Parties Contractantes faciliteront et accéléreront les formalités relatives aux autorisations d'emploi pour le personnel exécutant certaines tâches temporaires d'une durée qui ne dépasse pas quatre-vingt-dix (90) jours.

5. Chaque Partie Contractante autorise les entreprises de transport aérien désignées de l'autre Partie Contractante à recourir aux services et au personnel de l'autre Partie Contractante.

Article 18
Conversion des devises et transfert des recettes

1. Chaque Partie Contractante autorise la ou les entreprises de transport aérien 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, au taux de change applicable à la date de conversion et de transfert.

2. Si les transactions entre les Parties Contractantes sont réglementées par un accord spécial, celui-ci est applicable.

Article 19
Consultations

1. L'une ou l'autre Partie Contractante peut, à tout moment, demander des consultations sur l'interprétation, l'application, la mise en œuvre ou l'amendement du présent Accord.

2. Ces consultations se tiennent dans les trente (30) jours qui suivent la date à laquelle l'autre Partie Contractante aura reçu la demande, à moins que les Parties Contractantes n'en conviennent autrement.

Article 20
Règlement des différends

1. En cas de litiges entre les Parties Contractantes relatifs à l'interprétation ou à l'application des dispositions du présent Accord, les Gouvernements des Parties Contractantes doivent d'abord chercher à les résoudre par voie de négociation directe.

2. Au cas où les Parties Contractantes ne peuvent parvenir à un accord dans un délai de soixante (60) jours, elles peuvent décider d'en référer à une personne ou à un organisme. En cas de désaccord, à la demande de l'une ou l'autre Partie Contractante, le litige est soumis à un tribunal composé de trois (3) arbitres, chaque partie désignant un arbitre et le troisième devant être choisi par les deux arbitres ainsi nommés.

3. Chaque Partie Contractante désigne un arbitre dans un délai de soixante (60) jours à compter de la date de réception par l'une ou l'autre Partie Contractante d'une notification par voie diplomatique demandant l'arbitrage du litige par un tel tribunal. Le troisième arbitre est ensuite désigné dans un délai de soixante (60) jours. Si à l'expiration du délai indiqué aucun arbitre n'a pu être choisi par les des Parties Contractantes, il peut être demandé au Président du Conseil de l'OACI par l'une ou l'autre Partie Contractante, de désigner un ou plusieurs arbitres selon le cas.

Dans tous les cas, le troisième arbitre est ressortissant d'un Etat tiers et fera office de Président du tribunal arbitral.

4. Le tribunal d'arbitrage fixe librement ses règles de procédure. Les frais des arbitres nationaux sont à la charge des Parties Contractantes qui les ont désignés. Toutes les autres dépenses du tribunal d'arbitrage sont partagées à égalité entre les Parties Contractantes.

5. Les Parties Contractantes se conforment à toute décision rendue en vertu du paragraphe 3 du présent Article.

6. Si l'une des Parties Contractantes ne se conforme pas à une décision rendue en vertu du paragraphe 3 du présent Article et tant qu'elle persiste à ne pas s'y conformer, l'autre Partie Contractante peut limiter, suspendre ou retirer tout droit ou privilège accordé en vertu du présent Accord.

Article 21
Amendements

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

2. Tout amendement entrera en vigueur après confirmation par échange de notes diplomatiques.

3. Tout amendement de l'Annexe du présent Accord est notifié par écrit 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 Parties Contractantes, le présent Accord sera amendé de façon qu'il soit conforme aux dispositions de cet accord multilatéral.

Article 23
Dénonciation

1. Chaque Partie Contractante peut à tout moment notifier à l'autre Partie Contractante, par écrit et par voie diplomatique, son intention de dénoncer le présent Accord. Cette notification sera communiquée simultanément à l'OACI.

2. L'Accord prendra fin douze (12) 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.

3. À défaut de l'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 25
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 par les Parties Contractantes.

Article 24
Entrée en vigueur

Le présent Accord entre provisoirement en vigueur dès sa signature et définitivement après que les Parties Contractantes se seront mutuellement avisées par voie diplomatique de l'achèvement de leurs procédures internes requises pour son entrée en vigueur.

En foi de quoi, les soussignés, dûment autorisés par leurs Gouvernements respectifs ont signé le présent Accord.

Fait à **Cotonou**, le 23 mars 2016, en deux (02) exemplaires originaux, en langue française.

Pour le Gouvernement
de la République du Rwanda

Dr Alexis NZAHABWANIMANA
Ministre d'Etat en charge des Transports

Pour le Gouvernement
de la République du Bénin

Gustave Dépo SONON
Ministre d'Etat chargé des Travaux Publics et des Transports

ANNEXE
TABLEAUX DES ROUTES

Les entreprises de transport aérien désignées de chaque Partie Contractante auront le droit d'assurer les services aériens selon les tableaux des routes suivants:

a) Routes exploitées par l' (les) entreprise(s) de transport aérien désignée(s) de la République du Bénin:

Points au Bénin	Points intermédiaires	Points au Rwanda	Points au-delà
Tous points	Tous points	Kigali	Tous points

b) Routes exploitées par l' (les) entreprise(s) de transport aérien désignée(s) de la Republique du Rwanda:

Points au Rwanda	Points intermédiaires	Points au Bénin	Points au-delà
Tous points	Tous points	Cotonou	Tous points

23

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 45/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Benin ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Cotonou muri Benin, ku wa 23/03/2016

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Law n° 45/2019 of 25/10/2019 approving the ratification of the Agreement relating to Air Transport between the Government of the Republic of Rwanda and the Government of the Republic of Benin, signed at Cotonou, Benin, on 23/03/2016

Kigali, on **25/10/2019**

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à la Loi n° 45/2019 du 25/10/2019 approuvant la ratification de l'Accord relatif au transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Bénin, signé à Cotonou au Bénin, le 23/03/2016

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEGEKO N° 47/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'UBUGEREKI NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I NAYIROBI MURI KENYA, KU WA 13/12/2018

LAW N° 47/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE HELLENIC REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT NAIROBI, KENYA, ON 13/12/2018

LOI N° 47/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE HELLÉNIQUE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À NAIROBI AU KENYA, LE 13/12/2018

ISHAKIRO

Ingingo ya mbere: Kwemera kwemeza burundu

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

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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 10 Nzeri 2019;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;

Imaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y'Ubugereki na Guverinoma ya Repubulika y'u Rwanda

LAW N° 47/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE HELLENIC REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT NAIROBI, KENYA, ON 13/12/2018

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 session of 10 September 2019;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;

After consideration of the Air Services Agreement between the Government of the Hellenic Republic and the Government of the

LOI N° 47/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE HELLÉNIQUE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À NAIROBI AU KENYA, LE 13/12/2018

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 10 septembre 2019;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176;

Après examen de l'Accord relatif aux services aériens entre le Gouvernement de la République Hellénique et le Gouvernement de

ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Nayirobi muri Kenya, ku wa 13/12/2018;

Republic of Rwanda, signed at Nairobi, Kenya, on 13/12/2018;

la République du Rwanda, signé à Nairobi au Kenya, le 13/12/2018;

YEMEJE:

ADOPTS:

ADOPTE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'Ubugereki na Guverinoma ya Repubulika y'u Rwanda ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Nayirobi muri Kenya, ku wa 13/12/2018, ari ku mugereka, yemerewe kwemezwa burundu.

Article one: Approval for ratification

The Air Services Agreement between the Government of the Hellenic Republic and the Government of the Republic of Rwanda, signed at Nairobi, Kenya, on 13/12/2018, in annex, is approved for ratification.

Article premier: Approbation pour ratification

L'Accord relatif aux services aériens entre le Gouvernement de la République Hellénique et le Gouvernement de la République du Rwanda, signé à Nairobi au Kenya, le 13/12/2018, en annexe, est approuvé pour ratification.

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.

Article 2: Drafting, consideration and adoption of this Law

This Law was drafted in English, considered and adopted in Ikinyarwanda.

Article 2: Initiation, examen et adoption de la présente loi

La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Article 3: Commencement

This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Article 3: Entrée en vigueur

La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 47/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'UBUGEREKI NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I NAYIROBI MURI KENYA, KU WA 13/12/2018

ANNEX TO LAW N° 47/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE HELLENIC REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT NAIROBI, KENYA, ON 13/12/2018

ANNEXE À LA LOI N° 47/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE HELLÉNIQUE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À NAIROBI AU KENYA, LE 13/12/2018

AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE HELLENIC REPUBLIC

AND

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

PREAMBLE

The Government of the Hellenic Republic

and

The Government of the Republic of Rwanda

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

Being equally desirous to conclude an Agreement for the purpose of establishing and operating scheduled air services between and beyond their respective territories;

Have agreed as follows:

Article 1
Definitions

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

a. The term "Aeronautical Authorities" means, in the case of the Hellenic Republic, the Governor of Civil Aviation Authority and any person or body authorized to perform any functions at present exercised by the said Authority or similar functions and, in the case of the Republic of Rwanda the Minister in charge of Civil Aviation, and any person or body authorized to perform any functions at present exercised by the said administration.

b. 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:

(i) any amendment thereto which has entered into force under Article 94 (a) thereof and has been ratified by both Contracting Parties; and

(ii) any Annex or any amendments thereto adopted under Article 90 of that Convention, insofar as such amendment or Annex is at any given time effective for those Contracting Parties.

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

d. The term "designated airline" means, an airline which has been designated and authorized in accordance with the provisions of Article 3 of the present Agreement.

e. The term "agreed services" means scheduled air services on the routes specified in the Annex to this Agreement for the transport of passengers, cargo and mail, separately or in combination.

f. The term "capacity" in relation to an aircraft means, the payload of that aircraft available on a route or section of a route and the term "capacity" in relation to "an agreed service" means, the capacity of the aircraft used on such service, multiplied by the frequency operated by such aircraft over a given period and a route or section of a route.

g. The term "territory" in relation to a State has the meaning of the Article 2 of the Convention.

h. The terms "air service", "international air service", "airline" and "stop for non-traffic purposes" shall have the meanings respectively assigned to them in Article 96 of the Convention.

i. The term "tariff" means the price to be charged for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services performed by the carrier in connection with the air transportation but excluding remuneration and conditions for the carriage of mail.

j. The term "user charge" means a charge made to airlines for the provision of airport, air navigation or aviation security property or facilities.

k. The term "EU Treaties" means the Treaty on European Union and the Treaty on the Functioning of the European Union.

It is understood that the titles given to the Articles of the present Agreement do in no way restrict or extend the meanings of any of the provisions of the present Agreement.

Article 2
Grant of Rights

1.- Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the conduct of scheduled international air services by the designated airline of the other Contracting Party as follows:

a) To fly, without landing, across the territory of the other Contracting Party;

b) To make stops in the said territory for non traffic purposes and

c) To make stops in the said territory at the points on the route(s) specified in the Route Schedule annexed to this Agreement for the purpose of taking on board and discharging international traffic in passengers, cargo and mail, separately or in combination.

2.- Nothing in the provisions of paragraph (1) shall be deemed to confer on the airline of one Contracting Party the right to take on board, in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of the other Contracting Party.

Article 3
Designation and Authorizations

1.- Each Contracting Party shall have the right to designate, and inform, through diplomatic channels the other Contracting Party, one or more airlines for the purpose of operating the agreed services on the specified routes, and to withdraw or alter such designations.

2.- On receipt of such a designation the other Contracting Party shall grant the appropriate authorizations and permissions with the minimum procedural delay, provided :

a) in the case of an airline designated by the Hellenic Republic:
   i) it is established in the territory of the Hellenic Republic under the EU Treaties and has a valid Operating Licence in accordance with European Union law; and
   ii) effective regulatory control of the airline is exercised and maintained by the European Union Member State responsible for issuing its Air Operator's Certificate and the relevant aeronautical authority is clearly identified in the designation;

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 is licensed in accordance with the applicable law of the Republic of Rwanda; and

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

c) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied - in conformity with the provisions of the Convention - to the operation of international air services by the Contracting Party receiving the designation.

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

Article 4
Suspension and Revocation

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

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

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

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

b) 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 law of the Republic of Rwanda; or

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

c) such airline is unable to prove that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied in conformity with the Convention to the operation of international air services by the Contracting Party receiving the designation; or

d) the airline fails to comply with the laws and/or regulations of the Contracting Party granting these rights; or

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

2.- Unless immediate revocation or 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 consultation with the other Contracting Party, in conformity with Article 15 of this Agreement.

Article 5
Applicability of laws and regulations

1.- The laws, regulations and procedures of one Contracting Party relating to entering into, remaining in or departing from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft shall be complied with by the designated airline of the other Contracting Party upon entrance into, while within and departure from the said territory.

2.- The laws and regulations of one Contracting Party respecting entry, clearance, staying or transit, emigration or immigration, passports, customs and quarantine shall be complied with by the designated airline of the other Contracting Party and by or on behalf of its crew, passengers, cargo and mail upon transit of, admission to, while within and departure from the territory of such Contracting Party.

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 only be subject to 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 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 Hellenic Republic the laws and regulations of the European Union, and unexpired shall be recognised as valid by the other Contracting Party, for the purpose of operating the agreed services, provided always that the requirements under which such certificates or licences were issued or validated are equal or above the minimum standards established under 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 15 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 4 of this Agreement.

Article 7
Aviation Safety Provisions

1.- Each Contracting Party may request consultations at any time concerning safety standards maintained in respect of an airline designated by the other Contracting Party in any area relating to aircrew, aircraft or their operation. Such consultations shall take place within 30 days of that request.

2.- If, following such consultations, one Contracting Party finds that the safety standards in the areas referred to in paragraph (1) that are at least equal to the minimum standards established at that time pursuant to the Chicago Convention, are not being effectively maintained and administered in respect of airlines designated by the other Contracting Party, the first Contracting Party shall notify the other Contracting Party of those findings and the steps

considered necessary to conform with the ICAO Standards and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within 15 days or such longer period as may be agreed, shall be grounds for the application of Article 4 of this Agreement.

3.- Notwithstanding the obligations mentioned in Article 33 of the Chicago Convention it is agreed that any aircraft operated by or on behalf of the designated 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 Chicago 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 Chicago Convention,

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Chicago Convention, be free to conclude that the requirements under which the certificates or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Chicago 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 authorisation of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection,

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

7.- Any action by one Contracting Party in accordance with paragraphs (2) or (6) above shall be discontinued once the basis for the taking of that action ceases to exist.

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

Article 8
Aviation Security

1.- Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. 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 of 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, the Protocol for the Suppression of Unlawful Acts Against the Safety of International Airports, 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, and all other international instruments in the same field which may be ratified in the future by the 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 the Contracting Parties; they shall require that operators of aircraft of their registry or operators of aircraft which have their principal place of business or permanent residence in the territory of the Contracting Parties or, in the case of the Hellenic Republic, operators of aircraft which are established in its territory under the Treaty establishing the European Union and have valid Operating Licences in accordance with European Union law, and the operators of airports in their territory act in conformity with such aviation security provisions.

4.- Each Contracting Party agrees that its operators of aircraft shall be required to observe, for 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 the Hellenic Republic, European Union law. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to screen passengers and their carry-on items and to carry out appropriate checks on crew, 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.

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

Article 9
Commercial Opportunities

1.- The designated airline of one Contracting Party shall have the right to maintain its own representation in the territory of the other Contracting Party.

2.- The designated airline of one Contracting Party may, in accordance with the laws and regulations of the other Contracting Party relating to entry, residence and employment, 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.- In case of nomination of a general agent or a general sales agent, this agent shall be appointed in accordance with the relevant applicable laws and regulations of each Contracting Party.

4.- Each designated airline shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party directly or through its agents and any person shall be able to purchase such transportation in accordance with the relevant applicable laws and regulations.

5.- Each Contracting Party shall grant, to the designated airline of the other Contracting Party, the right to transfer to its country on demand, in accordance with the foreign exchange regulations in force, the excess of receipts over expenditure achieved in connection with the carriage of passengers, cargo and mail on the agreed services in the territory of the other Contracting Party.

6.- If one Contracting Party imposes restrictions on the transfer of the excess of receipts achieved by the designated airline of the other Contracting Party, the other Contracting Party will also have the right to impose the same restrictions to the other Contracting Party's airline.

7.- The designated airlines of each Contracting Party, in operating or holding out the agreed services on the specified routes, shall have the right to 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 and meet the requirements normally applied to such arrangements; such as protection and information to passenger for liability.

Each airline involved in code-sharing arrangements shall make clear to the purchasers at the point of sale, which airline will actually operate each sector of the service and with which airline /or airlines the purchaser is entering into contractual relationship.

Each code-sharing frequency operated by the designated airlines of either country will count as one (1) frequency, whereas the code-sharing services of the marketing carrier will not be counted as a frequency.

All code-share arrangements shall have the prior approval of the appropriate aeronautical authorities before implementation.

Article 10
Exemption from customs duties and taxation

1.- Each Contracting Party shall, on the basis of reciprocity, exempt the designated airline of the other Contracting Party under its relevant applicable legislation from import restrictions, customs duties, other taxes, excise duties 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 and other items intended for use or used solely in connection with the operation or servicing of aircraft of the designated airline of such other Contracting Party operating the agreed services, as well as the ground equipment introduced in the territory of either Contracting Party in order to be used in the offices of the designated airline within the limits of the international airports to which the designated airline operate, ticket stock, air way bills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed without charge by that designated airline under its relevant applicable law.

2.- The exemptions granted by this Article shall apply to the items referred to in paragraph (1) of this Article:
a) introduced in the territory of one Contracting Party by or on behalf of the designated airline of the other Contracting Party ;
b) retained on board aircraft of the designated airline of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party ;
c) taken on board aircraft of the designated airline of the other Contracting 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 Contracting Party granting the exemption, provided that the ownership and/or use of such items is not transferred in the territory of the said Contracting Party without the payment of the relevant customs duties and taxes.

3.- The regular airborne equipment, as well as the materials and supplies normally 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 Contracting 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 the customs provisions in force.

4.- Nothing in this Agreement shall prevent the Hellenic Republic from imposing, on a non- discriminatory basis, taxes, levies, duties, fees or charges on fuel supplied in its territory for use in an aircraft of a designated airline of the other Contracting Party that operates between a point in the territory of the Hellenic

Republic and another point in the territory of the Hellenic Republic or in the territory of another European Union Member State.

Article 11
User Charges

Each of the Contracting Parties may impose or permit to be imposed just and reasonable charges for the use of airports and other facilities under its control.

Each of the Contracting Parties agree, however, that such charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

Article 12
Capacity Regulations and Approval of Timetables

1.- The designated airlines of the Contracting Parties shall be afforded fair and equal opportunity to compete in operating the agreed services on the specified routes.

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 set out in this Agreement.

3.- In operating the agreed services the designated airlines of each Contracting Party shall take into account the interests of the designated airlines of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.

4.- The agreed services provided by the designated airlines of the Contracting Parties 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 carriage of passengers, cargo and mail between the territory of the Contracting Party designating the airline and the territory of the other Contracting Party.

5.- The right or privilege, in respect of scheduled international air services, to discharge or take on board, in the territory of another Contracting Party, international traffic coming from or destined to a third Party (i.e. Fifth Freedom Traffic Rights), shall be agreed upon between the two Contracting Parties.

6.- The capacity to be provided including the frequency of services and the type of aircraft to be used by the designated airlines of the Contracting Parties on the agreed services shall be agreed upon by the Aeronautical Authorities.

7.- In case of disagreement between the Contracting Parties, the issues referred to in paragraph (4) above shall be settled in accordance with the provisions of Article 15 of this Agreement. Until such agreement has been reached, the capacity provided by the designated airlines shall remain unchanged.

8.- The designated airlines of each Contracting Party shall submit for approval to the Aeronautical Authorities of the other Contracting Party not later than thirty (30) days prior to the introduction of services on the specified routes the flight timetables. This shall, likewise, apply to later changes. In special cases, this time limit may be reduced subject to the approval of the said Authorities.

Article 13
Air Transport Tariffs

1.- The tariffs in respect of international air services operated to/from/through the territory of either Contracting Party shall be established by the designated airline at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit.

2.- The tariffs established under paragraph (1) above shall not be required to be filed by the designated airlines of one Contracting Party with the Aeronautical Authorities of the other Contracting Party. Notwithstanding this, each Contracting Party shall have the right to intervene so as to:

a) prevent unreasonably discriminatory prices or practices;

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

c) protect airlines from prices that are artificially low due to subsidy or support.

Article 14
Supply of Statistics

The Aeronautical Authorities of either Contracting Party shall supply to the Aeronautical Authorities of the other Contracting Party, at their request, such information and statistics relating to the traffic carried on the agreed services by the designated airline of the first Contracting Party to and from the territory of the other Contracting Party as may normally be prepared and submitted by the designated

airlines to their National Aeronautical Authorities. Any additional statistical traffic data which the Aeronautical Authorities of one Contracting Party may desire from the Aeronautical Authorities of the other Contracting Party shall, upon request, be a subject of mutual discussion and agreement between the two Contracting Parties.

Article 15
Consultations and Modifications

1.- Each Contracting Party or its Aeronautical Authorities may at any time request consultations with the other Contracting Party or with its Aeronautical Authorities.

2.- A consultation requested by one of the Contracting Parties or their Aeronautical Authorities shall begin within a period of sixty (60) days from the date of receipt of the request.

3.- Any modification to this Agreement shall enter into force when the two Contracting Parties will have notified each other through diplomatic channels of the fulfilment of their internal legal procedures relating to the conclusion and the entering into force of international agreements.

4.- Notwithstanding the provisions of paragraph (3), modifications to the Route Schedule annexed to this Agreement may be agreed directly between the Aeronautical Authorities of the Contracting Parties. They shall enter into force after having been confirmed by an exchange of diplomatic notes.

Article 16
Settlement of Disputes

1.- If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement and its Annex, the Contracting Parties shall in the first place endeavour to settle it by negotiations.

2.- If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for an advisory opinion to some person or body.

3.- If the Contracting Parties fail to reach a settlement pursuant to paragraphs (1) and (2) above, the dispute may be referred by mutual agreement of the Contracting Parties to a Tribunal of three arbitrators. 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 two arbitrators so appointed shall designate by common agreement the third arbitrator, who shall be the President of the Tribunal within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate its arbitrator within the period specified or if the third arbitrator has not been nominated within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case may require; provided that if the President of the Council of the International Civil Aviation Organization is a national of either Contracting Party, the senior Vice-President of the Council or if he is such a national, the Senior Member of the Council who is not such a national may be requested to make the appointments as the case may be. The third arbitrator, however, shall be a national of a third state and shall act as the President of the Tribunal and shall determine the place where arbitration will be held.

4.- The Tribunal shall determine its own procedures.

5.- The expenses of the Tribunal shall be shared equally between the Contracting Parties.

6.- The Contracting Parties undertake to comply with any decision delivered in application of the present Article.

7.- If and so long as either Contracting Party or its designated airline fail to comply with a decision given under paragraph (3) of this Article, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of this Agreement.

Article 17
Termination

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

In such case the Agreement shall terminate twelve 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 18
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 Annex shall be deemed to be amended accordingly.

Article 19
Registration

This Agreement, its Annex and all amendments thereto shall be registered with the International Civil Aviation Organization.

Article 20
Entry into Force

This Agreement shall enter into force on the date of the exchange, through diplomatic channels, of written notifications between the Contracting Parties informing each other of the completion of their relevant internal legal procedures necessary to this end.

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

Done at ..NAIROBI.... in two authentic copies, this ...13th... day of December..... ...2018.... in the Greek and English languages, both texts being equally authentic.

For the Government of the Hellenic Republic

Mr. Konstantinos Moatsos
Ambassador

For the Government of the Republic of Rwanda

Eng. Jean de Dieu UWIHANGANYE
Minister of State in charge of Transport

ANNEX

ROUTE SCHEDULE

SCHEDULE I

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

Points of Origin	Intermediate Points	Points of Destination	Beyond Points
Points in Rwanda	Any Points	Athens	Any Points

SCHEDULE II

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

Points of Origin	Intermediate Points	Points of Destination	Beyond Points
Points in Greece	Any Points	Kigali	Any Points

Notes:

1. Intermediate points and points beyond the Contracting Parties may be omitted on any section.

2. Intermediate points and points beyond shall be served by the airlines of Contracting Parties without exercise of traffic rights between points in the territory of third countries and points in the territory of the other Contracting Party.

3. The right of the designated airline of one Contracting Party to operate flights for the carriage of passengers, baggage, cargo and mail between the points in the territory of the other Contracting Party and points in the territory of third countries (5^{th} freedom traffic rights) shall be in conformity with Article 12, paragraph (5) of this Agreement.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 47/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'Ubugereki na Guverinoma ya Repubulika y'u Rwanda ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Nayirobi muri Kenya, ku wa 13/12/2018

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Law n° 47/2019 of 25/10/2019 approving the ratification of the Air Services Agreement between the Government of the Hellenic Republic and the Government of the Republic of Rwanda, signed at Nairobi, Kenya, on 13/12/2018

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à la Loi n° 47/2019 du 25/10/2019 . approuvant la ratification de l'Accord relatif aux services aériens entre le Gouvernement de la République Hellénique et le Gouvernement de la République du Rwanda, signé à Nairobi au Kenya, le 13/12/2018

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEGEKO N° 48/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA ISILANDE AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I NAYIROBI MURI KENYA, KU WA 13/12/2018

LAW N° 48/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF ICELAND, SIGNED AT NAIROBI, KENYA, ON 13/12/2018

LOI N° 48/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT D'ISLANDE, SIGNÉ À NAIROBI AU KENYA, LE 13/12/2018

ISHAKIRO

Ingingo ya mbere: Kwemera kwemeza burundu

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

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ITEGEKO N° 48/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA ISILANDE AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I NAYIROBI MURI KENYA, KU WA 13/12/2018

LAW N° 48/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF ICELAND, SIGNED AT NAIROBI, KENYA, ON 13/12/2018

LOI N° 48/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT D'ISLANDE, SIGNÉ À NAIROBI AU KENYA, LE 13/12/2018

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

INTEKO ISHINGA AMATEGEKO YEMEJE NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA

THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA

LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA

INTEKO ISHINGA AMATEGEKO:

THE PARLIAMENT:

LE PARLEMENT:

Umutwe w'Abadepite, mu nama yawo yo ku wa 10 Nzeri 2019;

The Chamber of Deputies, in its session of 10 September 2019;

La Chambre des Députés, en sa séance du 10 septembre 2019;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176;

Imaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na

After consideration of the Air Services Agreement between the Government of the

Après examen de l'Accord relatif aux services aériens entre le Gouvernement de la

Guverinoma ya Isilande ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Nayirobi muri Kenya, ku wa 13/12/2018;

YEMEJE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Isilande ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Nayirobi muri Kenya, ku wa 13/12/2018, ari ku mugereka, yemerewe kwemezwa burundu.

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Kigali, ku wa 25/10/2019

Republic of Rwanda and the Government of Iceland, signed at Nairobi, Kenya, on 13/12/2018;

ADOPTS:

Article one: Approval for ratification

The Air Services Agreement between the Government of the Republic of Rwanda and the Government of Iceland, signed at Nairobi, Kenya, on 13/12/2018, in annex, is approved for ratification.

Article 2: Drafting, consideration and adoption of this Law

This Law was drafted in English, considered and adopted in Ikinyarwanda.

Article 3: Commencement

This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda**.**

Kigali, on 25/10/2019

République du Rwanda et le Gouvernement d'Islande, signé à Nairobi au Kenya, le 13/12/2018;

ADOPTE:

Article premier: Approbation pour ratification

L'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement d'Islande, signé à Nairobi au Kenya, le 13/12/2018, en annexe, est approuvé pour ratification.

Article 2: Initiation, examen et adoption de la présente loi

La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.

Article 3: Entrée en vigueur

La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 48/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA ISILANDE AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I NAYIROBI MURI KENYA, KU WA 13/12/2018

ANNEX TO LAW N° 48/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF REPUBLIC OF RWANDA AND THE GOVERNMENT OF ICELAND, SIGNED AT NAIROBI, KENYA, ON 13/12/2018

ANNEXE À LA LOI N° 48/2019. DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT D'ISLANDE, SIGNÉ À NAIROBI AU KENYA, LE 13/12/2018

AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF ICELAND

Nairobi, 13 December 2018

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

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

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

Desiring to promote an international aviation system based on competition among airlines in the marketplace with minimum government interference and regulation;

Desiring to facilitate the expansion of international air service opportunities;

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

Have agreed as follows:

Article 1
Definitions

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

1. "Aeronautical authorities" means, in the case of Iceland, the Ministry of the Transport and Local Government or any person or authority empowered to perform the functions now exercised by the said authority, and in the case of Rwanda, the Ministry in charge of Civil Aviation or any person or agency authorized to perform the functions exercised by the said authority or its successor;

2. "Agreement" means this Agreement, its Annexes, and any amendments thereto;

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

4. "Designated airline" means an airline designated and authorized in accordance with Article 3 (Designation and Authorization) of this Agreement;

5. "European Economic Area" (EEA) means the enhanced free trade area established by the Agreement on the European Economic Area, done at Oporto on 2 May 1992, between the European Community and its Member States on the one hand and the

European Free Trade Association States (EFTA) with the exclusion of Switzerland on the other hand, of which Iceland is a Member State;

6. "Full cost" means the cost of providing service plus a reasonable charge for administrative overhead;

7. "International air service" means an air service that passes through the airspace over the territory of more than one State;

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

9. "Stop for non-traffic purposes", "airline", "air service" and "territory" have the meaning specified in Articles 2 and 96 of the Convention; and

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

Article 2
Grant of Rights

1. Each Party grants the other Party's designated airlines the following rights for the conduct of international air services:
   a) the right to fly across its territory without landing;
   b) the right to make stops in its territory for non-traffic purposes; and
   c) the rights otherwise specified in this Agreement.

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

Article 3
Designation and Authorization

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

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

a) in the case of an airline designated by Rwanda:
   (i) it is established in the territory of Rwanda and is licensed in accordance with the applicable law of Rwanda; and
   (ii) Rwanda has and maintains effective regulatory control of the airline and the aeronautical authority is clearly identified in the designation; and
   (iii) it is owned and shall continue to be owned directly or through majority ownership by Rwanda and / or nationals of Rwanda and shall at all times be effectively controlled by Rwanda and/or its nationals.

b) in the case of an airline designated by Iceland:
   (i) it is established in the territory of Iceland in accordance with the Agreement on the European Economic Area, and has a valid Operating Licence in accordance with national law adopted in accordance with the Agreement on the European Economic Area; and
   (ii) effective regulatory control of the airline is exercised and maintained by a Member State of the European Economic Area responsible for issuing its Air Operator's Certificate, and the relevant aeronautical authority is clearly identified in the designation; and
   (iii) it is owned and shall continue to be owned directly or through majority ownership by Member States of the European Economic Area and/or nationals of Member States of the European Economic Area and shall at all times be effectively controlled by such states and/or nationals.

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 Party considering the application or applications; and

d) the provisions set forth in Article 7 (Safety) and Article 8 (Aviation Security) are being maintained and administered.

3. When an airline has been so designated and authorized, it may begin to operate air services on the specified routes provided that the airline complies with all applicable provisions of this Agreement.

Article 4
Revocation of Authorization

1. Either Party may revoke, suspend or limit the operating authorization or technical permission of an airline designated by the other Party where:

b) in the case of an airline designated by Rwanda:
   (i) it is not established in the territory Rwanda; or is not licensed in accordance with the applicable law of Rwanda; or
   (ii) Rwanda is not maintaining effective regulatory control of the airline; or
   (iii) it is not owned, directly or through majority ownership, or it is not at all times effectively controlled by Rwanda and / or its nationals; or
   (iv) the airline has failed to comply with the laws and regulations of Iceland.

a) in the case of an airline designated by Iceland:

(i) it is not established in the territory of Iceland under the Treaty on the functioning of the European Union or under the Agreement on the European Economic Area, or does not have a valid Operating Licence in accordance with European Union law or in accordance with national law adopted in accordance with the Agreement on the European Economic Area; or

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

(iii) it is not owned, directly or through majority ownership by, or it is not at all times effectively controlled by a Member State of the European Economic Area and/or nationals of Member States of the European Economic Area; or

(iv) the airline has failed to comply with the laws and regulations of Rwanda

2. Unless immediate revocation or suspension of the operating authorization mentioned in paragraph 1 of this Article, or imposition of the conditions therein, is essential to prevent further infringements of laws and regulations, such right shall be exercised only after consultations with the other Party.

3. This Article does not limit the rights of either Party to withhold, revoke, limit or impose conditions on the operating authorization or technical permission of an airline or airlines of the other Party in accordance with the provisions of Article 7 (Safety) and Article 8 (Security).

Article 5
Application of Laws

1. While entering, within, or leaving the territory of one Party, its laws and regulations 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 and regulations relating to the admission to or departure from its territory of passengers, crew or cargo on aircraft (including regulations 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, crew or 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 services in the application of its immigration, customs, quarantine and similar regulations.

Article 6
Recognition of Certificates

1. Each Party shall recognize as valid, for the purpose of operating the air services provided for in this Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the State responsible for the regulatory control of a designated airline and still in force, provided that the requirements for such certificates or licenses at least equal the minimum standards that may be established pursuant to the Convention.

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

Article 7
Safety

1. Either Party may request consultations concerning the safety standards maintained in respect of an airline designated by the other Party relating to aeronautical facilities, aircrews, aircraft, and operation of the designated airlines.

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 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 said 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 the other 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 withhold, revoke or limit the operating authorization or technical permission of an airline or airlines of the other Party.

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

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

7. Where one Party has designated an airline whose regulatory control is exercised and maintained by a third State, the rights of the other Party under this Article shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that third State and in respect of the operating authorization of that airline.

Article 8
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 14 September 1963, the *Convention for the Suppression of Unlawful Seizure of Aircraft*, done at The Hague on 16 December 1970, the *Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation*, done at Montreal on 23 September 1971, the *Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation,* signed at Montreal on 24 February 1988, and the *Convention on the Marking of Plastic Explosives for the Purpose of Detection*, done at Montreal on 1 March 1991, and any other convention on civil aviation security to which both Parties become members.

2. Upon request the Parties shall provide each other with all necessary assistance 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 address any other threat to the security of civil air navigation.

3. The Parties shall, in their mutual relations, act in conformity with all aviation security standards and appropriate recommended practices established by the International Civil Aviation Organization 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 operators of airports in their territory act in conformity with such aviation security provisions.

4. Each Party agrees to observe the aviation security provisions required by the other Party for entry into, departure from, or while within, the territory of that other Party and to take adequate measures to protect aircraft and to inspect passengers, crew, and their baggage and carry-on items, as well as 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 special security measures to meet a particular threat.

5. When an incident or threat of an incident of unlawful seizure of aircraft or other unlawful acts against the safety of passengers, crew, aircraft, 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.

6. When a Party has reasonable grounds to believe that the other Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Party may request immediate consultations with the aeronautical authorities of the other Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorization and technical permissions of an airline or airlines of that other Party. When required by an emergency, a Party may take interim action prior to the expiry of fifteen (15) days.

Article 9
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 services.

2. The designated 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 services.

3. 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 services shall be available on an equal basis to all airlines; charges shall be based on the costs of services provided; and such services shall be comparable to the kind and quality of services which would be available if self-handling were possible.

4. Any airline of each Party may engage in the sale of air services in the territory of the other Party directly and, at the airline's discretion, through its agents, except as may be specifically provided by the charter regulations of the country in which the charter originates that relate to the protection of passenger funds, passenger cancellation and refund rights. 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.

5. Each airline shall have the right to convert and remit to its country, 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.

6. 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.

7. In operating or holding out the authorized services on the agreed routes, any designated airline of one Party may enter into co-operative marketing arrangements such as blocked-space, code-sharing or leasing arrangements, with

a) an airline or airlines of either Party; and
b) an airline or airlines of a third country,

provided that such a third country authorizes or allows comparable arrangements between the airlines of the other Party and other airlines on services to, from and via such a third country; provided that all airlines in such arrangements 1) hold the appropriate authority and 2) meet the requirements normally applied to such arrangements.

Article 10
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, airway bills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed free of charge by that designated airline 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 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 territory. 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 apply in situations where a designated airline of one Party has entered into arrangements with other airlines for the loan or transfer in the territory of the other Party of the items specified in paragraphs 1

and 2 of this Article, provided such other airlines similarly enjoy such exemptions from the other Party.

5. Nothing in this Agreement shall prevent either Party from imposing, on a non-discriminatory basis, taxes, levies, duties, fees or charges on fuel supplied in its territory for use in an aircraft of a designated air carrier of the other Party that operates between a point or points in the territory of the first Party and another point in the territory of that Party or a point in the territory of another European Union Member State or EEA EFTA State.

Article 11
User Charges

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

3. Each Party shall encourage consultations between the competent charging authorities or bodies in its territory and the 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 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 party shall be held, in dispute resolution procedures pursuant to Article 16 of this Agreement, to be in breach of a provision of this Article, unless a) it fails to undertake a review of the charge or practice that is the subject of complaint by the other Party within a reasonable amount of time; or 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 12
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 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 Party in which the place of effective management of the airline is situated.

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

Article 13
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 services governed by this Agreement.

2. Each Party shall allow each designated airline to determine the frequency and capacity of the international air services it offers based upon commercial considerations in the marketplace. Consistent with this right, neither 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, programs for charter flights, or operational plans 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 authorized in an Annex to this Agreement. If a Party requires filings for information purposes, it shall minimize the administrative burdens of filing requirements and procedures on air services' intermediaries and on designated airlines of the other Party.

Article 14
Pricing

1. 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 governmental subsidy or support.

2. Each Party may require notification or filing with its aeronautical authorities of prices to be charged to or from its territory by airlines of the other Party. Notification or filing by the airlines of both Parties may be required no more than thirty (30) days before the proposed date of effectiveness. In individual cases, notification or filing may be permitted on shorter notice than normally required. Neither Party shall require the notification or filing by airlines of the other Party of prices charged by charterers to the public, except as may be required on a non-discriminatory basis for information purposes.

3. Notwithstanding paragraphs 1 and 2 of this Article, the prices to be charged by the designated airline of Rwanda for carriage wholly within the European Economic Area shall be subject to the Agreement on the European Economic Area. However, each designated airline has the right to match any price offered in the marketplace.

Article 15
Intermodal Services

Notwithstanding any other provision of this Agreement, airlines and indirect providers of cargo transportation of both Parties shall be permitted, without restriction, to employ in connection with international air services any surface transportation for cargo to or from any points in the territories of the Parties or in third countries, including transport to and from all airports with customs facilities, and including, where applicable, the right to transport cargo in bond under applicable laws and regulations. Such cargo, whether moving by surface or by air, shall have access to airport customs processing and facilities. Airlines may elect to perform their own surface transportation or to provide it through arrangements with other surface carriers, including surface transportation operated by other airlines and indirect providers of cargo 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.

Article 16
Consultations and Settlement of Disputes

1. In a spirit of close co-operation, either Party may, at any time, request consultations relating to this Agreement, its implementation and satisfactory compliance with the

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

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

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

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

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

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

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

8. The mechanism is without prejudice to the continuing use of the consultation process, the subsequent use of arbitration, or termination under Article 18.

Article 17
Amendments

1. If either Party considers it desirable to amend any provision of this Agreement, including the Annexes thereto, it may request consultations between the aeronautical

authorities of both Parties in relation to the proposed amendment. Such consultations shall commence within a period of sixty days (60) from the date of receipt of the request. Any amendments so agreed shall enter into force when they have been confirmed by an exchange of diplomatic notes by both Parties.

2. An amendment to the Annexes may be made by direct agreement between the aeronautical authorities of both Parties and shall enter into force when it has been confirmed by an exchange of diplomatic notes.

Article 18
Termination

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 International Civil Aviation Organization. This Agreement shall terminate at midnight at the place of receipt of the notice immediately before the first anniversary of the date of receipt of the notice by the other Party, unless the notice is withdrawn before then by agreement of the Parties 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 the date it was received by the International Civil Aviation Organization.

Article 19
Registration with ICAO

This Agreement and all amendments thereto shall be registered upon their signature with the International Civil Aviation Organization.

Article 20
Entry into force

This Agreement and its Annex shall enter into force on the date of the later note in an exchange of diplomatic notes between the Parties confirming that each Party has completed the necessary internal procedures for entry into force of this Agreement and its Annex.

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

DONE in Nairobi this 13th day of December 2018 in duplicate in the English language.

For the Government of Rwanda	For the Government of Iceland
Eng Jean de Dieu UWIHANGANYE	Benedikt Ásgeirsson
Minister of State in charge of Transport	Ambassador

ANNEX I
International Air Services

Section 1
Routes

Airlines of each Party designated under this Annex shall, in accordance with the terms of their designation, be entitled to perform international air services between points on the following routes:

A. The Designated Airline or Airlines of Rwanda shall be entitled to operate scheduled international air services in both directions on the routes specified hereafter:

Points behind	Points in Rwanda	Intermediate points	Point in Iceland	Points beyond
Any point	Any point	Any point	Any point	Any point

For all-cargo service or services, between Rwanda and any point or points

B. The Designated Airline or Airlines of Iceland shall be entitled to operate scheduled international air services in both directions on the routes specified hereafter:

Points behind	Points in Iceland	Intermediate points	Point in Rwanda	Points beyond
Any point	Any point	Any point	Any point	Any point

For all-cargo service or services, between Iceland and any point or points.

C. The exercise of fifth freedom traffic rights shall be subject to approval by aeronautical authorities of both Parties.

Section 2
Operational Flexibility

Each designated airline may on any or all flights and at its option:

1. Operate flights in either or both directions;
2. combine different flight numbers within one aircraft operation;
3. serve behind, intermediate, and beyond points;
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;
6. serve points behind any point in its territory with or without change of aircraft or flight number and may hold out and advertise such services to the public as through services;

8. carry transit traffic through the other Party's territory; and/or
9. combine traffic on the same aircraft regardless of where such traffic originates;

without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under this Agreement, provided that, except for 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 aforementioned routes, any designated airline may perform international air services 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, the transportation beyond such point is a continuation of the transportation from the territory of the Party that has designated the airline and, in the inbound direction, the transportation to the territory of the Party that has designated the airline is a continuation of the transportation from beyond such point.

ANNEX II
Charter Operations

Section 1

Airlines of each Party designated under this Annex shall, in accordance with the terms of their designation, have the right to carry international charter traffic of passengers (and their accompanying baggage) and/or cargo (including, but not limited to, freight forwarder, split, and combination (passenger/cargo) charters):

Between any point or points in the territory of the Party that has designated the airline and any point or points in the territory of the other Party; and

Between any point or points in the territory of the other Party and any point or points in a third country or countries, provided that, except with respect to cargo charters, such service constitutes part of a continuous operation, with or without a change of aircraft, that includes service to the homeland for the purpose of carrying local traffic between the homeland and the territory of the other Party.

In the performance of services covered by this Annex, airlines of each Party designated under this Annex shall also have the right: (1) to make stopovers at any points whether within or outside of the territory of either Party; (2) to carry transit traffic through the other Party's territory; and (3) to combine on the same aircraft traffic originating in one Party's territory, originating in the other Party's territory, and traffic originating in third countries.

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.

Section 2

Any airline designated by either Party performing international charter operations originating in the territory of either Party, whether on a one-way or round-trip basis, shall have the option of complying with the charter laws, regulations, and rules either of its homeland or of the other Party. If a Party applies different rules, regulations, terms, conditions, or limitations to one or more of its airlines, or to airlines of different countries, each designated airline shall be subject to the least restrictive of such criteria.

However, nothing contained in the preceding paragraph shall limit the rights of either Party to require airlines designated under this Annex by either Party to adhere to requirements relating to the protection of passenger funds and passenger cancellation and refund rights.

Section 3

Except with respect to the consumer protection rules referred to in the preceding paragraph, neither Party shall require an airline designated under this Annex by the other Party, in respect of the carriage of traffic from the territory of that other Party or of a third country on a one-way or round-trip basis, to submit more than a declaration of conformity with the applicable laws, regulations and rules referred to under section 2 of this Annex or of a waiver of these laws, regulations, or rules granted by the applicable aeronautical authorities.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 48/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Isilande ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Nayirobi muri Kenya, ku wa 13/12/2018

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Law n° 48/2019 of 25/10/2019 approving the ratification of the Air Services Agreement between the Government of the Republic of Rwanda and the Government of Iceland, signed at Nairobi, Kenya, on 13/12/2018

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à la Loi n° 48/2019 du 25/10/2019 approuvant la ratification de l'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement d'Islande, signé à Nairobi au Kenya, le 13/12/2018

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEGEKO N° 49/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'UBUHINDE NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 20/02/2017

LAW N° 49/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDIA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 20/02/2017

LOI N° 49/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE L'INDE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI AU RWANDA, LE 20/02/2017

ISHAKIRO

Ingingo ya mbere: Kwemera kwemeza burundu

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

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Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

INTEKO ISHINGA AMATEGEKO YEMEJE NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA

THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA

LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA

INTEKO ISHINGA AMATEGEKO:

THE PARLIAMENT:

LE PARLEMENT:

Umutwe w'Abadepite, mu nama yawo yo ku wa 10 Nzeri 2019;

The Chamber of Deputies, in its session of 10 September 2019;

La Chambre des Députés, en sa séance du 10 septembre 2019;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176;

Imaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y'Ubuhinde na

After consideration of the Air Services Agreement between the Government of the

Après examen de l'Accord relatif aux services aériens entre le Gouvernement de la

Guverinoma ya Repubulika y'u Rwanda ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 20/02/2017;

YEMEJE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'Ubuhinde na Guverinoma ya Repubulika y'u Rwanda ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 20/02/2017, ari ku mugereka, yemerewe kwemezwa burundu.

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Republic of India and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 20/02/2017;

ADOPTS:

Article one: Approval for ratification

The Air Services Agreement between the Government of the Republic of India and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 20/02/2017, in annex, is approved for ratification.

Article 2: Drafting, consideration and adoption of this Law

This Law was drafted in English, considered and adopted in Ikinyarwanda.

Article 3: Commencement

This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda**.**

République de l'Inde et le Gouvernement de la République du Rwanda, signé à Kigali au Rwanda, le 20/02/2017;

ADOPTE:

Article premier: Approbation pour ratification

L'Accord relatif aux services aériens entre le Gouvernement de la République de l'Inde et le Gouvernement de la République du Rwanda, signé à Kigali au Rwanda, le 20/02/2017, en annexe, est approuvé pour ratification.

Article 2: Initiation, examen et adoption de la présente loi

La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.

Article 3: Entrée en vigueur

La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 49/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'UBUHINDE NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 20/02/2017

ANNEX TO LAW N° 49/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDIA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 20/02/2017

ANNEXE À LA LOI N° 49/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE L'INDE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI AU RWANDA, LE 20/02/2017

Air Services Agreement

between

The Government of the Republic of India

and

The Government of the Republic of Rwanda

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

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

Desiring to promote international air services between their respective territories;

Desiring to promote an international aviation system based on competition among airlines; and

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

Have agreed as follows:

Article 1

Definitions

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

(1) "aeronautical authorities" means for each Party the authority or authorities as notified in writing from time to time by one Party to the other Party;

(2) "Agreement" means this Agreement, its Annex and any amendments thereto;

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

(4) "air service", "international air service", "airline" and "stop for non-traffic purposes", shall have the same meaning as assigned to them in Article 96 of the Convention;

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

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

(7) "territory" shall have the same meaning as assigned to it in Article 2 of the Convention; and

(8) "user charges" means a charge imposed on airlines for the provision of airport, air navigation or aviation security facilities or services, including related services and facilities for aircraft, their crews, passengers, baggage and cargo.

Article 2

Grant of Rights

1. Each Party grants to the other Party the rights specified in this Agreement for the purpose of establishing scheduled international air services on the routes specified in the appropriate section or part of the Annex to this Agreement. Such services and routes shall hereinafter be called "the agreed services" and "the specified routes", respectively.

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; and

(c) while operating an agreed service at the points specified for that route in the Annex to this Agreement, the airline(s) designated by each Party shall also enjoy the right to embark and disembark, in the territory of the other Party, international traffic in passengers and cargo including mail, separately or in combination.

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

4. Nothing in paragraph (2) of this Article 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 and cargo including mail destined for another point in the territory of that other Party.

5. If because of special and unusual circumstances, a designated airline of one Party is unable to operate a service on its normal routing, the other Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangement of routes as is mutually decided by the Parties.

6. The designated airlines of one Party shall have the right to use airways, airports and other facilities provided by the other Party on a non-discriminatory basis.

Article 3

Designation and Authorisation of Airlines

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

2. Upon receipt of such designation and application from the designated airline(s) of either Party, in the form and manner prescribed for the purpose, the aeronautical authorities of the other Party shall grant the appropriate operating authorisation with minimum procedural delay, provided that:

(a) substantial ownership and effective control of that airline are vested in the Party designating the airline or its nationals;

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

(c) the Party designating the airline is maintaining and administering the standards set forth in Article 9 (Safety) and Article 10 (Aviation Security).

Article 4

Revocation or Suspension of Operating Authorisation

1. Either Party may revoke or suspend the operating authorisation granted to an airline designated by the other Party or impose such conditions as it may deem necessary in any case where:

(a) substantial ownership and effective control of that airline are not vested in the other Party or its nationals;

(b) that airline has failed to comply with the laws and regulations referred to in Article 6 (Applications of Laws) of this Agreement; or

(c) the other Party is not maintaining and administering the standards set out in Article 9 (Safety).

2. Unless immediate action is essential to prevent further non-compliance with clauses (b) and (c) of paragraph 1 of this Article, the rights established by this Article shall be exercised only after consultation with the other Party.

3. This Article does not limit the rights of either Party to withhold, revoke, limit or impose conditions on the operating authorisation of an airline of the other Party in accordance with the provisions of Article 10 (Aviation Security).

Article 5

Principles governing operation of Agreed Services

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

2. The capacity to be provided and the frequency of services to be operated by the designated airline(s) of each Party shall be agreed between both Parties.

3. Any increase in the capacity to be provided and the frequency of services to be operated by the designated airlines of each Party shall be subject to agreement between both Parties. Pending such an agreement or settlement, the capacity and frequency entitlements already in force shall prevail.

4. Each 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 set out in this agreement.

Article 6

Application of Laws

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

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

3. Neither Party shall give preference to its own or to any other airline over a designated airline of the other Party engaged in similar international air services in the application of the laws and regulations and procedures provided for in this Article.

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

Article 7

User Charges

1. User charges that may be imposed by the competent charging authorities of each Party on the designated airline(s) of the other Party shall be just, reasonable, non-discriminatory, and equitably apportioned among all categories of users. Such user charges shall be assessed on the designated airline(s) of the other Party on terms not less favourable than the terms available to any other airline at the time the charges are assessed.

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

3. Each Party shall encourage consultations between the competent charging authorities in its territory and the designated airline(s) using the services and facilities. Each Party shall encourage the competent charging authorities and the airlines to exchange such information as may be necessary to permit an accurate and transparent review of the reasonableness of the charges in accordance with the principles stated in paragraphs (1) and (2) of this Article. Each Party shall encourage the competent charging authorities to provide users with reasonable notice of any proposal for changes in the user charges to enable the users to express their views before changes are implemented.

4. Neither Party shall be held, in dispute resolution procedures pursuant to Article 20 (Settlement of Disputes), to be in breach of a provision of this Article, if:

(i) it has undertaken a review of the charge or practice that is the subject of complaint by the other Party within a reasonable time; and

(ii) following such a review, it has taken all steps within its power to remedy any charge or practice that is inconsistent with this Article.

Article 8

Customs Duties and Charges

1. Each Party shall, on the principle of reciprocity, exempt the designated airline(s) 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, air waybills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed free of charge by the designated airline(s).

2. The exemptions under this Article shall be granted only if the items referred to in paragraph 1 are –

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

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

(c) taken on board aircraft of the designated airline(s) of one Party in the territory of the other Party for use in operating the agreed services.

3. The exemptions under this Article shall apply regardless of the fact 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.

4. The regular airborne equipment, as well as the materials and supplies normally retained on board the aircraft of the designated airline(s) 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 a case, they may be placed under supervision of the said authorities upto such time as they are re-exported or otherwise disposed of in accordance with the customs regulations.

Article 9

Safety

1. Either Party may request consultations concerning the safety standards maintained in respect of an airline designated by the other Party relating to aeronautical facilities, aircrews, aircraft and operation of the designated airline(s). Such consultations shall take place within 30 days of the request or any longer period as may be agreed between the Parties.

2. If, following such consultations, one Party finds that safety standards in the areas referred to in paragraph (1) that meet the standards established at that time in accordance with the Convention are not effectively maintained and administered in respect of airline(s) designated by the other Party, the other Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards, and the other Party shall take appropriate corrective action.

3. Each Party reserves the right to suspend or limit the operating authorization of an airline(s) designated by the other Party in the event the other Party does not take appropriate corrective action within 30 days.

4. It is agreed that any aircraft operated by an airline of one Party on services to or from the territory of the other Party may, while within the territory of the other Party, be made the subject of an examination by the authorized representatives of the other Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

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

- 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

- 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.

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

7. Each Party reserves the right to suspend or vary the operating authorization of an airline or airlines of the other Party immediately in the event the first Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.

8. Any action by one Party in accordance with paragraphs (3) or (7) of this Article shall be discontinued once the basis for taking that action ceases to exist.

Article 10

Aviation Security

1. In accordance with their rights and obligations under international law, both 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 and its Protocol done at Montreal on February 24, 1988 and any other Convention on aviation security to which both Parties become members.

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

3. Both Parties shall, in their mutual relations, act in conformity with all aviation security standards and appropriate recommended practices established by the International Civil Aviation Organization 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 to observe the security provisions required by the other Party for entry into and departure from the territory of that other Party and to take adequate measures to protect aircraft and to inspect passengers, crew, and their baggage and carry-on items, as well as 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 special security measures to meet a particular threat.

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

6. When a Party has reasonable grounds to believe that the other Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Party may request immediate consultations with the aeronautical authorities of the other Party. Failure to reach a satisfactory agreement within 15 days from the date of such

request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorisation of the designated airline(s) of that Party. When required by an emergency, either Party may take interim action prior to the expiry of 15 days.

7. Any action taken in accordance with paragraph (6) shall be discontinued upon compliance by the other Party with the provisions of this Article.

Article 11

Commercial Opportunities

1. The airline(s) of each Party shall have the right to establish offices in the territory of the other Party for promotion and sale of air services and other ancillary products and facilities required for the provision of air services.

2. The airline(s) 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 services and other ancillary products and facilities. Such staff requirements may, at the option of the airline(s), be satisfied by its own personnel of any nationality or by using the services of any other airline(s), organisation or company operating in the territory of the other Party and authorised to perform such services in the territory of such other Party.

3. Any airline(s) of each Party may engage in the sale of air services and its ancillary products, services and facilities in the territory of the other Party directly and, at the airline's discretion, through its agents. For this purpose, the airline(s) shall have the right to use its own transportation documents and any person shall be free to purchase such transportation and its ancillary products, services and facilities in the currency of that territory or in freely convertible currencies.

4. The airline(s) of each Party shall have the right to convert and transfer freely in any convertible currency, on demand, local revenues in excess of sums locally disbursed earned by such airline(s) in connection with the sale of air transportation and other ancillary products, services and facilities as well as interest earned on such revenues (including interest earned on deposits awaiting transfer). 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 airline(s) makes the initial application for remittance. In cases where Double Taxation Avoidance Agreement has not been entered into, local laws would apply.

5. The airline(s) of each Party shall be permitted to pay for local expenses, including purchase of fuel, in the territory of the other Party in local currency. At their discretion, the airline(s) of each Party may pay for such expenses in the territory of the other Party in freely convertible currencies in accordance with the national regulations of the other Party.

6. Notwithstanding anything contained in this Article, the exercise of rights under this Article shall be in accordance with the applicable domestic rules and regulations as well as domestic tax laws.

Article 12
Co-operative Marketing Arrangements

1. The designated airline(s) of each Party may enter into co-operative marketing arrangements, such as code-share, block space or any other joint venture arrangement, with –

(a) the designated airline(s) of the same Party; or

(b) the designated airline(s) of the other Party; or

(c) the designated airline(s) of a third country.

2. The operating airline(s) involved in the co-operative marketing arrangements shall hold the underlying traffic rights including the route rights and the capacity entitlements and meet the requirements normally applied to such arrangements.

3. All marketing airline(s) involved in the co-operating arrangements shall hold the underlying route rights and meet the requirements normally applied to such arrangements.

4. The total capacity operated by the air services performed under such arrangements shall be counted only against the capacity entitlement of the Party designating the operating airline(s). The capacity offered by the marketing airline(s) on such services shall not be counted against the capacity entitlement of the Party designating that airline.

5. The designated airline(s) of either side shall be allowed to transfer traffic (i.e. starburst) between aircraft involved in the code-share operations without restriction as to number, size and type of aircraft.

6. In addition to the operating airline(s), the aeronautical authorities of each side may require the marketing airline(s) to file schedules for approval and also provide any other documents before commencement of air services under the co-operative marketing arrangements.

7. When holding out services for sale under such arrangements, the concerned airline or its agent shall make it clear to the purchaser at the point of sale as to which airline shall be the operating airline on each sector of the service and with which airline(s) the purchaser is entering into a contractual relationship.

8. Before providing code sharing services, the code sharing partners shall agree as to which Party shall be responsible for security, safety, facilitation, liability and other consumer related matters. Such an agreement shall be filed with the aeronautical authorities of both Parties before implementation of the code-share arrangements.

Article 13

Intermodal Services

The designated airline(s) of each Party shall be permitted to employ, in connection with air transport of passengers and cargo, any intermodal transport to or from any point in the territory of the other Party. Such airline(s) may elect to perform their own intermodal transport or to provide it through arrangements, including code share, with other carriers. The 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 such transportation.

Article 14

Approval of Schedules

1. The aeronautical authorities of each Party may require the designated airline(s) of the other Party to file for their consideration and approval, at least 30 days prior to the inauguration of the agreed services, flight schedules containing the information pertaining to the type of service and its frequency, the type of aircraft to be used and the flight timings at each point. Similar information shall also be provided at least 30 days in advance for each IATA (International Air Transport Association) traffic season and also as and when any changes are to be introduced regarding operation of the agreed services.

2. The designated airline(s) of each Party shall also furnish any other information as may be required to satisfy the aeronautical authorities of the other Party that the requirements of this Agreement are being duly observed.

Article 15

Provision of Statistics

1. The aeronautical authorities of each Party shall provide or cause its designated airline(s) to provide to the aeronautical authorities of the other Party statistics relating to the traffic carried during each month on the agreed services to and from the territory of that other Party, showing the points of embarkation and disembarkation of such traffic. Such statistics shall be furnished as soon as possible after the end of each month, but not later than 30 days following the month to which they relate.

2. The aeronautical authorities of each Party shall, on request, provide or cause its designated airline(s) to provide to the aeronautical authorities of the other Party statistics relating to true origin and destination of traffic carried to and from the territory of that other Party.

Article 16

Tariff

1. The tariffs in respect of the agreed services operated by the designated airline(s) of each Party shall be established by each designated airline based upon its commercial considerations in the market place at reasonable levels, due regard being paid to all relevant factors, including the cost of operation and reasonable profit.

2. The tariffs established under paragraph (1) shall not be required to be filed by the designated airline(s) of one Party with the aeronautical authorities of the other Party.

3. Notwithstanding the foregoing, each Party shall have the right to intervene so as to:

(a) prevent 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) protect consumers from tariffs that are excessive or restrictive due to the abuse of a dominant position; and

(c) protect airlines from tariffs that are predatory or artificially low.

4. For the purposes set out in paragraph (3) of this Article, the aeronautical authorities of one Party may require the designated airlines of the other Party to provide information relating to the establishment of the tariffs.

5. If one Party believes that the tariff charged by designated airline(s) of the other Party is inconsistent with the considerations set forth in paragraph (3) of this Article, it shall notify the other Party of the reasons for its dissatisfaction as soon as possible and request consultations which shall be held not later than 30 days after receipt of the request. If the Parties reach an agreement with respect to the tariff for which a notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect. In the absence of such an agreement, the previously existing tariff shall continue to be in effect.

Article 17

Multilateral Agreements

1. In implementing this Agreement, the Parties shall act in conformity with the provisions of the Convention in-so-far as those provisions are applicable to international air services.

2. If, after entry into force of this Agreement, both Parties become Party to a multilateral agreement that addresses matters covered by this Agreement, either Party may request consultations to determine whether this Agreement should be revised to take into account the multilateral agreement.

Article 18

Consultations

1. Either Party may, at any time, make a request in writing for consultation on the interpretation, application, implementation or amendment of this Agreement or compliance with this Agreement.

2. Unless otherwise agreed by the Parties, such consultations shall begin within a period of 60 days from the date on which the other Party receives the request.

Article 19

Amendment

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

2. Any amendment so agreed shall enter into force in accordance with the provisions of Article 23 of this Agreement.

3. Notwithstanding paragraph (2), the Parties may agree to give immediate effect to an amendment to the Annex to this Agreement.

Article 20

Settlement of Disputes

1. Any dispute arising under this Agreement that is not resolved by 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 30 days after the receipt of a request for arbitration, each Party shall name one arbitrator. Within 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 clause (a) of this paragraph, either Party may request the President of the Council of the International Civil Aviation Organization to appoint the necessary arbitrator or arbitrators within 30 days. If the President of the Council is of the same nationality as one of the Parties, the senior most Vice President who is not disqualified on that ground shall make the appointment. In the event that either the President or the senior most qualified Vice President appoints the third arbitrator under this Paragraph, 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 rules of procedure. The tribunal, once formed, may recommend interim relief measures pending its final determination. At the direction of the 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 15 days after the tribunal is fully constituted.

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

5. The tribunal shall attempt to render a written decision within 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 tribunal shall prevail.

6. Either Party may make a request for clarification on the decision within 15 days after it has been rendered and the clarification shall be issued within 15 days of such request.

7. Each Party shall, to the extent 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 Council of the International Civil Aviation Organization in connection with the procedure set out in clause (b) of paragraph (2) of this Article shall be considered to be part of the expenses of the arbitral tribunal.

Article 21

Termination

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 International Civil Aviation Organization. This Agreement shall terminate at midnight at the place of receipt of the notice immediately before the first anniversary of the date of receipt of the notice by the other Party, unless the notice is withdrawn by agreement of the Parties before the expiry of this period. In the absence of acknowledgement of receipt by the other Party, the notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organisation.

Article 22

Registration with ICAO

This Agreement and all amendments thereto shall, upon signature, be registered with the International Civil Aviation Organization.

Article 23

Entry into Force

This Agreement shall enter into force on the date of the later note in an exchange of diplomatic notes between the Parties confirming that each Party has completed the necessary internal procedures for entry into force of this Agreement and its Annex.

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

DONE at Kigali this 20th day of February 2017 in duplicate, in the English language, which shall be the authentic text. Translation of the Agreement into Hindi and other languages shall be considered equally authentic when agreed upon by an exchange of diplomatic notes that confirm their conformity with the English language text. In the event of any divergence of interpretation, the English text shall prevail.

FOR THE GOVERNMENT OF THE REPUBLIC OF INDIA

(AMAR SINHA)
SECRETARY (ER)
MINISTRY OF EXTERNAL AFFAIRS
GOVERNMENT OF INDIA

FOR THE GOVERNMENT OF THE REPUBLIC OF RWANDA

(HON. DR. ALEXIS NZAHABWANIMANA)
MINISTER OF STATE IN CHARGE OF TRANSPORT
GOVERNMENT OF RWANDA

ANNEX

Route Schedule

Section I

Routes for the airlines designated by the Government of the Republic of India:

Points of Origin	Intermediate Points	Points in Rwanda	Beyond Points
Points in India	Any point(s) (except points in the Gulf Region)	Kigali and another point to be specified by India	Any point(s)

Section II

Routes for the airlines designated by the Government of the Republic of Rwanda:

Points of Origin	Intermediate Points	Points in India	Beyond Points
Points in Rwanda	Any point(s) (except points in the Gulf Region)	Mumbai and Delhi	Any point(s)

Section III

1. Points mentioned in Section I and Section II need not necessarily be served in the order named.

2. Intermediate and beyond points on the specified routes may at the option of the designated airline(s), be omitted on any or all flights.

3. Intermediate or beyond points not specified in Section I and Section II may be served provided no 5th freedom traffic rights are exercised between such points and any point in the territory of the other Party.

4. Two or more points in the territory of one Party shall not be served on the same flight by the designated airline(s) of the other Party.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 49/2019 ryo ku wa25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'Ubuhinde na Guverinoma ya Repubulika y'u Rwanda ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 20/02/2017

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Law n° 49/2019 of 25/10/2019 approving the ratification of the Air Services Agreement between the Government of the Republic of India and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 20/02/2017

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à la Loi n° 49/2019 du 25/10/2019. approuvant la ratification de l'Accord relatif aux services aériens entre le Gouvernement de la République de l'Inde et le Gouvernement de la République du Rwanda, signé à Kigali au Rwanda, le 20/02/2017

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEGEKO N° 50/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA Y'UBUTALIYANI AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 20/08/2018

LAW N° 50/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE ITALIAN REPUBLIC, SIGNED AT KIGALI, RWANDA, ON 20/08/2018

LOI N° 50/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE ITALIENNE, SIGNÉ À KIGALI AU RWANDA, LE 20/08/2018

ISHAKIRO

Ingingo ya mbere: Kwemera kwemeza burundu

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Ingingo ya 3: Igihe iri tegeko ritangiririra gukurikizwa

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Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

INTEKO ISHINGA AMATEGEKO YEMEJE NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA

THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA

LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA

INTEKO ISHINGA AMATEGEKO:

THE PARLIAMENT:

LE PARLEMENT:

Umutwe w'Abadepite, mu nama yawo yo ku wa 10 Nzeri 2019;

The Chamber of Deputies, in its session of 10 September 2019;

La Chambre des Députés, en sa séance du 10 septembre 2019;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176;

Imaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na

After consideration of the Air Services Agreement between the Government of the

Après examen de l'Accord relatif aux services aériens entre le Gouvernement de la République

Guverinoma ya Repubulika y'Ubutaliyani ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 20/08/2018;

Republic of Rwanda and the Government of the Italian Republic, signed at Kigali, Rwanda, on 20/08/2018;

du Rwanda et le Gouvernement de la République Italienne, signé à Kigali au Rwanda, le 20/08/2018;

YEMEJE:

ADOPTS:

ADOPTE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika y'Ubutaliyani ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 20/08/2018, ari ku mugereka, yemerewe kwemezwa burundu.

Article one: Approval for ratification

The Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Italian Republic, signed at Kigali, Rwanda, on 20/08/2018, in annex, is approved for ratification.

Article premier: Approbation pour ratification

L'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Italienne, signé à Kigali au Rwanda, le 20/08/2018, en annexe, est approuvé pour ratification.

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.

Article 2: Drafting, consideration and adoption of this Law

This Law was drafted in English, considered and adopted in Ikinyarwanda.

Article 2: Initiation, examen et adoption de la présente loi

La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Article 3: Commencement

This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Article 3: Entrée en vigueur

La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 50/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA Y'UBUTALIYANI AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 20/08/2018

ANNEX TO LAW N° 50/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE ITALIAN REPUBLIC, SIGNED AT KIGALI, RWANDA, ON 20/08/2018

ANNEXE À LA LOI N° 50/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE ITALIENNE, SIGNÉ À KIGALI AU RWANDA, LE 20/08/2018

AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF THE ITALIAN REPUBLIC

PREAMBLE

The Government of the Republic of Rwanda and the Government of the Italian Republic, hereinafter called in the present Agreement 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:

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ARTICLE 1 – DEFINITIONS

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

a) "aeronautical authorities" means, in the case of the Government of the Republic of Rwanda, the Ministry of Infrastructure; in the case of the Government of the Italian Republic, the Ministry of Infrastructure and Transport, or in both cases, any person or body authorized to perform any functions at present exercisable by the above-mentioned authorities or similar functions;

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

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

d) "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;

e) "air operator's certificate" means a document issued to an airline by the aeronautical authorities of a Contracting Party which affirms that the airline in question has the professional ability and organisation to secure the safe operation of aircraft for the aviation activities specified in the certificate;

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

g) "capacity" is 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;

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 amendment of the Annexes or Convention under Articles 90 and 94, insofar as such Annexes and amendments have become effective for both Contracting Parties;

i) "change of gauge" means a change of aircraft at a point or points on the specified routes;

j) "code sharing" means an operation performed by one designated airline using the code letter and the flight number of another airline in addition to its own code letter and flight number;

k) "designated airline" means an airline which has been designated and authorised in accordance with Article 4 of this Agreement;

l) "EU" means European Union; "EU Member States" means Member States of the European Union; "EU Treaties" means the Treaty on European Union and the Treaty on the functioning of the European Union;

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m) "European Free Trade Association (EFTA)" means the Association of the following countries, and/or their nationals, which are eligible to own airlines designated by the Italian Republic under the existing international agreements, with specific regard to: (a) the Republic of Iceland (under the Agreement on the European Economic Area); (b) the Principality of Liechtenstein (under the Agreement on the European Economic Area); (c) the Kingdom of Norway (under the Agreement on the European Economic Area); (d) the Swiss Confederation (under the Agreement between the European Union and the Swiss Confederation on Air Transport);

n) "spare parts" means article of a repair or replacement nature for incorporation in an aircraft during flight, including commissary supplies;

o) "specified routes" means the routes specified in Annex I of this Agreement (Route Schedule);

p) "stores" means articles of a readily consumable nature for use or sale on board an aircraft during flight including commissary supplies;

q) "territory" in relation to a Contracting Party has the meaning assigned to it in Article 2 of the Convention;

r) "tariffs" means the price to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration or conditions for the carriage of mail;

s) "user charges" means a charge made to airlines by the competent authority or permitted by that authority to be made for the provision of airport property or facilities or of air navigation facilities (including facilities for overflights), or related services and facilities, for aircraft, their crews, passengers and cargo.

2. References in the agreement to (1) nationals of the Italian Republic shall be understood as referring to nationals of Member States of the European Union or of the European Free Trade Association (EFTA); (2) airlines of the Italian Republic shall be understood as referring to carriers designated by the Italian Republic.

ARTICLE 2 - APPLICABILITY OF THE CONVENTION

The provisions of this Agreement shall be subject to the provisions of the Convention insofar as those provisions are applicable to international air service.

ARTICLE 3 - GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the following rights in respect of its 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 right specified in the present Agreement for the purpose of establishing and operating air services on the routes specified in the Route schedule hereto (hereinafter called also "the agreed services" and the

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"specified routes").

3. The airlines designated by each Contracting Party, while operating on the specified routes, shall enjoy the privilege to make stops in the territory of the other Contracting Party at the points specified in the Route Schedule for the purpose of taking on board and discharging passengers, cargo and mail coming from or destined to other points so specified.

4. Nothing in paragraphs 2 and 3 of this Article shall be deemed to confer on the designated airlines of one Contracting Party the privilege of taking on board, in the territory of the other Contracting Party, passengers, cargo and mail for remuneration or hire and destined for another point in the territory of the 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 routeing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangements of routes.

ARTICLE 4 - DESIGNATION AND OPERATING AUTHORIZATIONS

1. Each Contracting Party shall have the right to designate one or more airlines for the purpose of operating the agreed services on each of the routes specified in Annex I and to withdraw or alter such designations. Designations shall be made in writing.

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

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 has a valid operating licence in accordance with applicable laws of Republic of Rwanda; and
(ii) effective regulatory control of the airline is exercised and maintained by the Republic of Rwanda, responsible for issuing its air operators' 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 the Republic of Rwanda and/or its nationals.

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

(i) it is established in the territory of the Italian Republic under the EU Treaties and has a valid operating licence in accordance with European Union law; and
(ii) the effective regulatory control of the airline is exercised and maintained by the EU Member State responsible for issuing its air operator's certificate and the relevant aeronautical authority is clearly identified in the designation; and
(iii) the airline is owned, directly or through majority ownership, and it is effectively controlled by Member States of the European Union or of the EFTA 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 – in conformity with the provisions of the Convention - to the operation of international air services by the Contracting Party receiving the designation.

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

ARTICLE 5 - WITHDRAWAL, REVOCATION OR SUSPENSION OF OPERATING AUTHORISATION

1. Each Contracting Party shall have the right to withhold, the operating authorisations or technical permissions with respect to an airline designated by the other Contracting Party, or to revoke, suspend or impose conditions on such authorizations, temporarily or permanently where:

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

(i) the airline is not established in the territory of the territory of the Republic of Rwanda and does not have a valid operating licence in accordance with 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 operators' 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 by the Republic of Rwanda or is not effectively controlled by such State and/or its nationals;

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

(i) it is not established in the territory of the Italian Republic under the EU Treaties or does not have a valid operating licence in accordance with European Union law; or
(ii) effective regulatory control of the airline is not exercised or not maintained by the EU Member State responsible for issuing its air operator's certificate, or the relevant aeronautical authority is not clearly identified in the designation; or
(iii) the airline is not owned, directly or through majority ownership, or it is not effectively controlled by Member States of the European Union or of the EFTA and/or by nationals of such States;

c) such airline is unable to prove that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied in conformity with the Convention to the operation of international air services by the Contracting Party receiving the designation; or

d) the airline fails to comply with the laws and/or regulations of the Contracting Party granting these rights; or

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

2. Unless immediate revocation or 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 consultation with the other Contracting Party, in conformity with Article 21 of this Agreement.

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3. In exercising its rights under Paragraph 1 of this Article, the Republic of Rwanda shall not discriminate between Airlines of EU Member States on grounds of nationality.

ARTICLE 6 - APPLICABILITY OF LAWS AND REGULATIONS

1. The laws, regulations and administrative directives of one Contracting Party relating to the admission to, the stay in 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 the aircraft of the airlines designated by the other Contracting Party and shall be complied with by such aircraft upon entrance into or departure from, or while within, the territory of the first Contracting Party.

2. The laws, regulations and administrative directives of one Contracting Party relating to the admission to, the stay in or departure from its territory of passengers, crew, cargo or mail of aircraft, including regulations relating to entry, clearance, immigration, passports, customs and quarantine, shall be complied with by or on behalf of such passengers, crew, cargo or mail of the airlines of the other Contracting Party upon entrance into or departure from, or while within, the territory of the first Contracting Party.

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 only be subject to a simplified control, 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 Italian Republic, the laws and regulations of the European Union, and unexpired shall be recognised as valid by the other Contracting Party for the purpose of operating the agreed services, provided always that such certificates or licences were issued, or validated, equal or above the minimum standards established under the Convention.

2. Each Contracting Party reserves the right to refuse to recognise as valid, for the purpose of flight over its territory, certificates of airworthiness, certificates of competency or licences granted to or rendered valid to its own nationals by the other Contracting Party.

ARTICLE 8 - AVIATION SAFETY

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

2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 of this Article that meet the minimum standards established at that time pursuant to the Convention (Doc 7300), the other Party shall be informed of such findings and of the steps considered necessary to conform with the International Civil Aviation Organization (ICAO) standards. The other Contracting Party shall then take appropriate corrective action within an agreed time period.

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3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Contracting Party, on service to or from the territory of another party, may, while within the territory of the other Contracting Party be subject of a search by the authorized representatives of the other Contracting 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 Contracting Party reserves the right to immediately suspend or vary the operating authorization of an airline or airlines of the other Contracting Party.

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

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

7. Where the Italian Republic 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. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, the Montreal Supplementary Protocol for the Suppression Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991 and any aviation security agreement that becomes 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 ICAO as Annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties; they shall require that operators of aircraft of their registry or operators of aircraft which have their principal place of

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

4. Each Contracting Party agrees that its operators of aircraft shall be required to observe, for 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 the Italian Republic, European Union law.

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

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

7. If a Contracting Party has occasional problems in the context of the present Article on safety of civil aviation, the aeronautical authorities of both Contracting Parties may request immediate consultations with the aeronautical authorities of the other Contracting Party.

ARTICLE 10 - USER CHARGES

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

2. Each Contracting Party shall encourage consultation on user charges between its competent charging authorities and airlines using the services and facilities provided by those charging authorities, where practicable through those airlines representative organisations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their views before changes are made. Each Contracting Party shall further encourage its competent charging authorities and such users to exchange appropriate information concerning user charges.

ARTICLE 11 - EXEMPTION FROM CUSTOMS AND OTHER DUTIES

1. Aircraft operated on international air services by the designated airlines of one Contracting Party, as well as their regular equipment, spare parts including engines, supplies of fuel and lubricants and aircraft stores (including food, beverage and tobacco) which are on board such aircraft, shall be exempted by the other Contracting Party from all kinds of customs duties, inspection fees and any other fiscal charges on arriving in the territory of the other Contracting Party, provided that such regular equipment and such other items remain on board the aircraft.

2. There shall also be exempt from the same duties, fees and charges, with the exclusion of charges relating to the service performed, for:

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a) fuel, lubricants, aircraft stores, spare parts including engines and regular airborne equipment introduced in the territory of one Contracting Party by the aircraft of the designated airlines of the other Contracting Party and exclusively intended for use by aircraft of the said airline;
b) fuel, lubricants, aircraft stores, spare parts including engines and regular airborne equipment, taken on board in the territory of each Contracting Party by the aircraft of the designated airlines of one Contracting Party, while operating the agreed services, within the limits and conditions fixed by the competent authorities of the said other Contracting Party, and intended solely for use and consumption during the flight.

3. Exemptions from all customs duties and other charges shall be provided on a reciprocal basis for staff uniforms, computers and ticket printers, temporarily imported into the territory of either Contracting Party for the exclusive use by the designated airline of the other Contracting Party. Goods under temporary importation shall be re-exported within a maximum period of 24 months. Upon expiry of such 24 months period import VAT and customs duties shall become chargeable on the said goods.

4. The materials enjoying the exemptions from customs duties and other fiscal charges, provided for in the preceding paragraphs will not be used for purposes other than international air services and must be re-exported if not used, unless their transfer to other international airline is granted, or their permanent importation is permitted, in accordance with the provisions in force in the territory of the interested Contracting Party.

5. The exemptions set out in this Article, applicable also to the part of the above mentioned materials used or consumed during the flight over the territory of the Contracting Party granting the exemptions, are granted on a reciprocal basis and may be subject to compliance with the specific formalities generally applied in the said territory, including customs controls.

6. Nothing in this Agreement shall prevent the Italian Republic from imposing, on a non-discriminatory basis, taxes, levies, duties, fees or charges on fuel supplied in its territory for use in an aircraft of a designated airlines of the Republic of Rwanda that operates between a point in the territory of the Italian Republic and another point in the Italian Republic or of another EU Member State.

ARTICLE 12 - 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 airlines 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

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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. Nothing in this Agreement shall affect, limit or jeopardise in any way the authority and powers of the relevant competition authorities and courts of either Contracting Party (and of the European Commission) and all matters relating to the enforcement of competition law shall continue to fall under the exclusive competence of those authorities and courts. Therefore, any action taken pursuant to this Article by a Contracting Party shall be without prejudice to any possible actions taken by those authorities and courts.

4. 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. Such action shall not be subject to the dispute settlement procedure foreseen in Article 24 of the Agreement.

Unfair competition

5. 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.

Public subsidies and support

6. Neither Contracting Party shall provide or permit public subsidies or support to their respective airlines if these subsidies or support would significantly and adversely affect, in an unjustified way, the fair and equal opportunity of the airlines of the other Contracting Party to compete in providing air transport services. Such public subsidies or support may include, but are not limited to: cross-subsidisation; the setting-off of operational losses; the provision of capital; grants; guarantees; loans or insurance on privileged terms; protection from bankruptcy; foregoing the recovery of amounts due; foregoing a normal return on public funds invested; tax relief or tax exemptions; compensation for financial burdens imposed by public authorities; and access on a discriminatory or non-commercial basis to air navigation or airport facilities and services, fuel, ground handling, security, computer reservation systems, slot allocation or other related facilities and services necessary for the operation of air services.

7. When a Contracting Party provides public subsidies or support in the sense of paragraph 6 above to an airline, it shall ensure the transparency of such measure through any appropriate means, which may include requiring that the airline identifies the subsidy or support clearly and separately in its accounts.

8. Each Contracting Party shall, at the request of the other Contracting Party, provide to the other Contracting Party within a reasonable time financial reports relating to the entities under the jurisdiction of the first Contracting Party, and any other such information that may be reasonably requested by the other Contracting Party to ensure that the provisions of this Article are being complied with. This may include detailed information relating to subsidies or support in the sense of paragraph 6 above. The submission of such information may be subject to its confidential treatment by the Contracting Party requesting access to the information.

9. Without prejudice to any action undertaken by the relevant competition authority and/or court for the enforcement of the rules referred to in paragraphs 5 and 6:

a. If one Contracting Party finds that an airline is being subject to discrimination or unfair practices in the sense of paragraphs 5 or 6 above and that this can be substantiated, it may

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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.

b. 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 paragraphs 5 or 6 above, 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, or impose duties or take other actions. Any action taken pursuant to this paragraph shall be appropriate, proportionate and restricted with regard to scope and duration to what is strictly necessary.

Antitrust

10. 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.

11. Each Contracting Party shall entrust the enforcement of the antitrust rules referred to in paragraph 10 above exclusively to its relevant and independent competition authority and/or court.

12. Without prejudice to any action undertaken by the relevant competition authority and/or court for the enforcement of the rules referred to in paragraph 10, if one Contracting Party finds that an airline suffers from an alleged violation of paragraph 10 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.

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13. 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 10, 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, or impose duties or take other actions. 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 13 – TARIFFS

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

2. Each Contracting Party may require notification to or filing of any tariff to be charged by its own designated airline or airlines. Neither Contracting Party shall require notification to 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 paragraph 4 or 5 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 airlines. 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.

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 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, it may require consultation 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 14 - CONVERSION AND TRANSFER OF REVENUES

1. Each Contracting Party grants the designated airlines of the other Contracting Party the right to sell freely in domestic currency and/or in convertible currency air services, including

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supplementary services rendered, on the specified routes and all other services of its own network, and on the networks of the other airlines, either directly or through agents.

2. The designated airlines of each Contracting Party shall be free to effect the actual transfer abroad of the excess of receipts over expenditure in relation to sales for the transportation of passengers, cargo and mail including the related banking interests without any delay or limitation and in accordance with the rules of procedure of the other Contracting Party.

3. Each Contracting Party shall ensure the designated airlines of the other Contracting Party the execution of transfers into a freely convertible currency within a maximum of thirty (30) days of the date of application. The rate of exchange in force at the date of sale shall be applied to the aforesaid transfers. Such transfers shall be effected on the basis of official exchange rate, or, where there is no official exchange rate, at the prevailing foreign exchange market rate for current payments.

4. The privileges specified in the above-mentioned paragraphs shall be granted only on the basis of strict reciprocity. If one of the Contracting Parties imposes limitation or delays on the transfers of the designated airlines of the other Contracting Party, the latter shall be entitled to suspend the exercise by any designated airline of the former Contracting Party of the rights specified in paragraphs 2 and 3 of this Article.

5. Whenever the payment system between the Contracting Parties is governed by a special agreement, this Agreement shall apply.

ARTICLE 15 – PRINCIPLES GOVERNING OPERATION OF AGREED SERVICES

1. The designated airlines of each Contracting Party will be granted a fair and equal opportunity to operate the agreed services on the specified routes.

2. In operating the agreed services, the designated airlines of each Contracting Party shall take into account the interests of the designated airlines 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 each Contracting Party 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 meet the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail between the territories of the Contracting Parties.

4. The designated airlines of one Contracting Party shall provide for approval to the aeronautical authorities of the other Contracting Party flight schedules including information on the type of aircraft to be used, at least thirty (30) days before each summer or winter season. The same procedure shall apply to any modification thereof.

ARTICLE 16 - REPRESENTATION OF AIRLINES

1. The designated airlines of each Contracting Party shall, on a reciprocity basis and according to paragraph 4 of this Article, maintain in the territory of the other Contracting Party managerial, commercial and technical operational and other specialist staff required for the provision of the authorized services.

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2. The representation staff specified in paragraph 1 of this Article shall, on a reciprocity basis comply with laws and regulations relating to the admission and stay in the territory of the other of each Contracting Party which shall grant, within a reasonable time limit, the authorizations required for the issuing of work permit, visa and other documents to the said staff.

3. It is up to the designated airline to meet its needs through its own staff or by hiring services of another organization, company or enterprise operating in the territory of the other Contracting Party and which is authorized to operate such services in the territory of such Contracting Party.

4. The employment of third Country nationals in the territory of other Contracting Party shall be permitted subject to the authorization of the competent authorities.

ARTICLE 17 - GROUND HANDLING

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

ARTICLE 18 - 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 Contacting 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.

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ARTICLE 19 – COOPERATIVE ARRANGEMENTS

Cooperative arrangements are provided in line with the provisions set out in Annex II to this Agreement. Modifications may be agreed directly in writing between the Aeronautical authorities of the Contracting Parties.

ARTICLE 20 - PROVISION OF STATISTICS

The aeronautical authorities of one Contracting Party shall supply to the aeronautical authorities of the other Contracting Party, on request, such information and statistics relating to the traffic carried on the agreed services by the designated airlines of the first Contracting Party to and from the territory of the other Contracting Party as may normally be prepared and submitted by the designated airlines to their national aeronautical authorities. Any additional statistical traffic data which the aeronautical authorities of one Contracting Party may desire from the aeronautical authorities of the other Contracting Party shall, upon request, be a subject of mutual discussion and agreement between the two Contracting Parties.

ARTICLE 21 - CONSULTATIONS AND AMENDMENTS

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 Annexes attached thereto.

2. If either of the Contracting Parties considers it desirable to modify any provisions of this Agreement, it may at any time propose in writing such modification to the other Contracting Party. Consultations between the two Contracting Parties concerning such proposed modification may be either oral or in writing and shall, unless otherwise agreed, begin within a period of sixty (60) days of the date of the written request received by one of the Contracting Parties.

3. Any modification to this Agreement in accordance with paragraph 2 of this Article shall enter into force by an Exchange of Notes through the diplomatic channels.

4. Notwithstanding the provisions of this Article, modifications to the route schedule (Annex I) an to the cooperative arrangements (Annex II) annexed to this Agreement may be agreed in writing between the aeronautical authorities of the Contracting Parties.

ARTICLE 22 - SETTLEMENT OF DISPUTES

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

2. If the Contracting Parties fail to reach a settlement by negotiation of the said dispute, it shall be settled through diplomatic channels and according to the laws and regulations of each Contracting Party.

ARTICLE 23 - CONFORMITY WITH MULTILATERAL CONVENTIONS

If a general multilateral air transport convention or agreement, comes into force in respect of

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both Contracting Parties, this Agreement and its Annexes shall be deemed to be amended accordingly.

ARTICLE 24 – TERMINATION

Either Contracting Party may at any time give notice in writing to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the ICAO. In such case this Agreement shall terminate twelve (12) months after the date of receipt of the notice given 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, the notice shall be deemed to have been received fourteen (14) days after receipt of the notice by the ICAO.

ARTICLE 25 - REGISTRATION

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

ARTICLE 26 - ENTRY INTO FORCE

The Parties shall notify each other through diplomatic channels of the completion of their internal legal procedures necessary for the entry into force of this Agreement. This Agreement shall enter into force thirty (30) days after the date of the later notification.

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

Done at Kigali, on 20th August 2018 in two original copies, in the English language.

For the Government of the Republic of Rwanda

Claver GATETE
Minister of Infrastructure

For the Government of the Italian Republic

H.E Domenico FORNARA
Ambassador of Italy to Rwanda

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ANNEX I

ROUTE SCHEDULE

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

Points of departure	Intermediate points	Points in the Italian Republic	Points Beyond
Points in Rwanda	Any Point	Rome, Milan and two points to be freely chosen	Any Point

Routes to be operated by the airline or airlines designated by the Italian Republic:

Points of departure	Intermediate points	Points in the Republic of Rwanda	Points Beyond
Points in Italy	Any Point	Kigali and other points to be freely chosen	Any Point

Notes

1. The airlines designated by both Contracting Parties may, on any or all flights, omit calling at any of the above points provided that the agreed services originate or terminate in their respective territories.
2. Intermediate, beyond points or points in the territory of the other Contracting Party may be operated without any geographical or directional constraints.
3. The services shall be operated with third and fourth freedom traffic rights. Fifth freedom traffic rights may be decided upon between the aeronautical authorities of the two Contracting Parties.
4. No cabotage rights are allowed.
5. Stop over rights are allowed.

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ANNEX II

COOPERATIVE ARRANGEMENTS

1. The designated airlines which have an appropriate authority to provide the agreed services may operate them on the specified routes, without any geographical or directional constraint, via any point, also utilizing leased aircraft registered in third countries.

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

(a) any airline or airlines of the Contracting Parties; and
(b) any airline or airlines 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 (iii) the arrangements meet the requirements relating to safety and competition normally applied to such arrangements.

3. Each airline involved in code sharing arrangements pursuant to this paragraph must, in respect of any ticket sold by it, make it clear to the purchaser at the point of sale which airline will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.

4. Any frequency operated under code sharing arrangements shall be counted as frequency of the operating airline.

5. In operating the agreed services, the designated airlines of each Contracting Party may be permitted to change at a point or points on the specified routes, using identical or different flight numbers on the concerned sectors.

6. The designated airlines of each Contracting Party shall be permitted to employ, in connection with air transport of passengers and cargo, any intermodal transport to or from any point in the territory of the other Contracting Party, under the applicable laws and regulations in force.

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Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 50/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika y'Ubutaliyani ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 20/08/2018

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Law n° 50/2019 of 25/10/2019 approving the ratification of the Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Italian Republic, signed at Kigali, Rwanda, on 20/08/2018

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à la Loi n° 50/2019 du 25/10/2019 approuvant la Ratification de l'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Italienne, signé à Kigali au Rwanda, le 20/08/2018

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEGEKO N° 51/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA MALI AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 13/02/2017

LAW N° 51/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AGREEMENT RELATING TO AIR TRANSPORT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF MALI, SIGNED AT KIGALI, RWANDA, ON 13/02/2017

LOI N° 51/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD RELATIF AU TRANSPORT AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU MALI, SIGNÉ À KIGALI AU RWANDA, LE 13/02/2017

ISHAKIRO

Ingingo ya mbere: Kwemera kwemeza burundu

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

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Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

INTEKO ISHINGA AMATEGEKO YEMEJE NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA

THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA

LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA

INTEKO ISHINGA AMATEGEKO:

THE PARLIAMENT:

LE PARLEMENT:

Umutwe w'Abadepite, mu nama yawo yo ku wa 10 Nzeri 2019;

The Chamber of Deputies, in its session of 10 September 2019;

La Chambre des Députés, en sa séance du 10 septembre 2019;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176;

Imaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Mali ajyanye no

After consideration of the Agreement relating to Air Transport between the Government of the Republic of Rwanda and the Government

Après examen de l'Accord relatif au transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la

Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 13/02/2017;

YEMEJE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Mali ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 13/02/2017, ari ku mugereka, yemerewe kwemezwa burundu.

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

of the Republic of Mali, signed at Kigali, Rwanda, on 13/02/2017;

ADOPTS:

Article one: Approval for ratification

The Agreement relating to Air Transport between the Government of the Republic of Rwanda and the Government of the Republic of Mali, signed at Kigali, Rwanda, on 13/02/2017, in annex, is approved for ratification.

Article 2: Drafting, consideration and adoption of this Law

This Law was drafted in English, considered and adopted in Ikinyarwanda.

Article 3: Commencement

This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

République du Mali, signé à Kigali au Rwanda, le 13/02/2017;

ADOPTE:

Article premier: Approbation pour ratification

L'Accord relatif au transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Mali, signé à Kigali au Rwanda, le 13/02/2017, en annexe, est approuvé pour ratification.

Article 2: Initiation, examen et adoption de la présente loi

La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.

Article 3: Entrée en vigueur

La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 51/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA MALI AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 13/02/2017

ANNEX TO LAW N° 51/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AGREEMENT RELATING TO AIR TRANSPORT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF MALI, SIGNED AT KIGALI, RWANDA, ON 13/02/2017

ANNEXE À LA LOI N° 51/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD RELATIF AU TRANSPORT AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU MALI, SIGNÉ À KIGALI AU RWANDA, LE 13/02/2017

ACCORD RELATIF AU TRANSPORT AERIEN

ENTRE

LE GOUVERNEMENT DE LA REPUBLIQUE DU RWANDA

ET

LE GOUVERNEMENT DE LA REPUBLIQUE DU MALI

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Préambule

Le Gouvernement de la République du Rwanda et le Gouvernement de la République du Mali (ci-après dénommés les « Parties») ;

Étant Parties à :

- la Convention relative à l'aviation civile internationale, ouverte à la signature à Chicago le 7 décembre 1944 ;
- la Décision relative à la mise en œuvre de la Déclaration de Yamoussoukro concernant la libéralisation de l'accès aux marchés du transport aérien en Afrique, signée le 14 novembre 1999 et approuvée par les Chefs d'Etats de l'OUA en Juillet 2000 ;

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 :

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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 Ministère en charge de l'aviation civile; et dans le cas de la République du Mali, l'Agence Nationale de l'aviation civile (ANAC) 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 ;

d) «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 ;

e) « 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;

f) « OACI » signifie l'Organisation de l'Aviation Civile Internationale ;

g) [« 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

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aérien ou par leurs agents, ainsi que les conditions imposées pour se prévaloir de cette contrepartie ;

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 » désigne les routes figurant au tableau des routes annexé au présent Accord ;

j) « services agrées » signifie les services aériens réguliers de transport, distincts ou combinés, de passagers, de courrier et de fret, effectués moyennant rémunération sur les routes spécifiées ;

k) « 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 État ont pour destination un autre point du territoire de ce même État ;

n) « 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;

o) « 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;

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p) Décision de Yamoussoukro : Décision relative à la mise en œuvre de la déclaration de Yamoussoukro concernant la libéralisation de l'accès aux marchés du transport aérien en Afrique, signée le 14 novembre 1999 et approuvé par les Chefs d'Etats de l'OUA en juillet 2000.

Article 2
Octroi de Droits

1. Chaque Partie accorde à l'autre Partie 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 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 n'est pas à même d'exploiter un service sur ses routes normales, l'autre Partie 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.

Article 3
Désignation et autorisation

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1. Chaque Partie a le droit de désigner par écrit à l'autre Partie 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 accorde l'autorisation d'exploitation appropriée dans les plus brefs délais, à condition que :

   a) l'entreprise soit sous le contrôle réglementaire effectif de l'État qui la désigne ;

   b) la Partie 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 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 ont 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 et de révoquer et suspendre ces autorisations ou d'imposer des conditions, de façon temporaire ou permanente :

   a) si elles n'ont pas la preuve que la compagnie est sous le contrôle réglementaire effectif de l'État qui la désigne ;

   b) si la Partie qui a désigné l'entreprise ne se conforme pas aux dispositions de l'article 7 ou de l'article 8 ;

   b) si l'entreprise désignée n'est pas à même de respecter les autres conditions prescrites par les lois et la réglementation normalement appliquées à

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l'exploitation de services de transport aérien international par la Partie qui a reçu la désignation.

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 et 8, 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 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.

2. Les lois et règlements d'une Partie relatives à l'entrée et au séjour sur son territoire ainsi qu'au départ de son territoire de passagers, de 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 n'accordera à sa propre entreprise, ni à aucune autre une préférence par rapport à une entreprise désignée par l'autre Partie et exerçant des activités semblables de transport aérien international, dans l'application de sa règlementation relative à l'immigration, à la douane, à la quarantaine et aux autres domaines.

Article 6
Reconnaissance des Certificats

1. Les certificats de navigabilité, brevets d'aptitude et licences délivrés ou validés par une Partie et toujours en vigueur sont reconnus valables par chaque Partie aux fins

de l'exploitation des services convenus.

2. Chaque Partie 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.

Article 7
Sécurité de l'aviation civile

1. Chaque Partie peut à tout moment, demander des consultations au sujet des normes de sécurité adoptées par l'autre Partie 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 estime que l'autre Partie 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 de ses conclusions et l'autre Partie adopte des mesures correctives en conséquence. Si l'autre Partie 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 pour des services à destination ou en provenance du territoire de l'autre Partie peut, pendant son séjour sur ledit territoire, être soumis par les représentants habilités de l'autre Partie 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.

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

   a) des motifs sérieux de penser qu'un aéronef ou son exploitation ne respecte pas les normes minimales en vigueur conformément à la Convention, ou
   b) des motifs sérieux de craindre des déficiences dans l'adoption et la mise en œuvre effective de normes de sécurité en vigueur conformément à la Convention.

   La Partie 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 aux fins de son inspection au sol conformément au paragraphe 3 ci-dessus, l'autre Partie a toute latitude d'en déduire qu'il existe des motifs sérieux tels que ceux mentionnés au paragraphe 4 ci-dessus et d'en tirer les conclusions mentionnées au même paragraphe.

6. Chaque Partie 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 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 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 civile

1. Conformément à leurs droits et obligations en vertu du droit international, les Parties 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

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présent Accord. Sans limiter la généralité de leurs droits et obligations en vertu du droit international, les Parties 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 à Montréal le 23 septembre 1971, du Protocole pour la répression des actes illicites de violence dans les aéroports servant à l'aviation civile internationale (complémentaire à la Convention pour la répression d'actes illicites dirigés contre la sécurité de l'aviation civile), 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 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, 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 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 prescrit pour l'entrée et le séjour sur son territoire et pour la sortie de son territoire. Chaque Partie 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 examine aussi avec bienveillance toute demande que

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lui adresse l'autre Partie 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 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 a des motifs raisonnables de croire que l'autre Partie s'est écartée des dispositions du présent article, ses autorités aéronautiques peuvent demander des consultations. Ces consultations débuteront 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 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 peut en tout temps prendre des mesures provisoires.

Article 9
Principes régissant l'exploitation des services agréés

1. Les entreprises désignées de chaque Partie auront des possibilités équitables et égales d'exploiter des vols sur toute route convenue entre les territoires des deux Parties.

2. Chaque Partie permet à l'entreprise désignée de l'autre Partie de déterminer la fréquence et la capacité du transport aérien international qu'elle offre en fonction de considérations commerciales du marché.

3. Chacune des Parties et la ou les entreprises désignées par elle prendra en considération les intérêts de l'autre Partie et ceux de la ou des entreprises désignées par celle-ci, afin de ne pas nuire indûment aux services assurés par lesdites entreprises.
4. Chaque Partie convient de prendre des mesures pour éliminer toutes les formes de

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discrimination ou de pratiques concurrentielles déloyales.

Article 10

Arrangement commerciaux

1. Pour exploiter ou offrir les services autorisés sur les routes convenues, toute entreprise désignée d'une Partie 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;

   b) 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 et celles d'un pays tiers, sont soumis à l'approbation des autorités aéronautiques des deux Parties.

2. Les Parties 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 l'entreprise responsable en cas de dommage ou d'accident ;

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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 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

1. L'entreprise désignée de chaque Partie soumettra pour approbation aux autorités aéronautiques de l'autre Partie, 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.

2. 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. 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 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.

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Article 14
Tarifs

1. 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.

2. Chaque Partie 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.

3. Les Parties 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

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

2. 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.

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Article 16
Droits de douane

1. Chaque Partie Contractante exempte sur une base de réciprocité la ou les entreprises désignées par l'autre Partie, dans toute la mesure que permet sa législation nationale, 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.

2. 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.

3. 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 ne peuvent être déchargés sur le territoire de l'autre Partie 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.

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

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Article 17
Activités commerciales

1. 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.

2. 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.

3. 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.

4. 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 3, les autorisations d'emploi, visas de visiteur et autres documents similaires nécessaires.

5. 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.

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Article 18
Conversion des devises et transfert des recettes

1. Chaque Partie contractante autorise la ou les entreprises désignées 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.

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

Article 19
Consultations

1. 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.

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

Article 20
Règlement des différends

1. En cas de différend entre les Parties contractantes au sujet de l'interprétation ou de l'application du présent Accord, les Parties contractantes s'efforcent en premier lieu de le régler par voie de négociations.

2. 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.

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3. 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 contractantes 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.

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

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

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

Article 21
Amendements

1. 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.

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

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3. 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

1. 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.

2. L'Accord prendra fin douze (12) 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.

4. 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.

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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 Kigali, le 13 février 2017 en deux exemplaires originaux, en langue française.

POUR LE GOUVERNEMENT
DE LA REPUBLIQUE DU RWANDA

Dr. Alexis NZAHABWANIMANA

Secrétaire d'Etat en charge
des Transports

POUR LE GOUVERNEMENT
DE LA REPUBLIQUE DU MALI

Madame TRAORE Seynabou DIOP

Ministre de l'Equipement, des Transports et du Désenclavement

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ANNEXE

TABLEAU DE ROUTES

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

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

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

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

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

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Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 51/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Mali ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 13/02/2017

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Law n° 51/2019 of 25/10/2019 approving the ratification of the Agreement relating to Air Transport between the Government of the Republic of Rwanda and the Government of the Republic of Mali, signed at Kigali, Rwanda, on 13/02/2017

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à la Loi n° 51/2019 du 25/10/2019 approuvant la ratification de l'Accord relatif au transport Aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Mali, signé à Kigali au Rwanda, le 13/02/2017

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEGEKO N° 52/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA LETA YA ISIRAYELI AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I JERUSALEM MURI ISIRAYELI KU WA 07/01/2019

LAW N° 52/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE STATE OF ISRAEL, SIGNED AT JERUSALEM, ISRAEL ON 07/01/2019

LOI N° 52/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE L'ÉTAT D'ISRAËL, SIGNÉ À JÉRUSALEM EN ISRAËL LE 07/01/2019

ISHAKIRO

Ingingo ya mbere: Kwemera kwemeza burundu

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

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LOI N° 52/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE L'ÉTAT D'ISRAËL, SIGNÉ À JÉRUSALEM EN ISRAËL LE 07/01/2019

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

INTEKO ISHINGA AMATEGEKO YEMEJE NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA

THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA

LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA

INTEKO ISHINGA AMATEGEKO:

THE PARLIAMENT:

LE PARLEMENT:

Umutwe w'Abadepite, mu nama yawo yo ku wa 10 Nzeri 2019;

The Chamber of Deputies, in its session of 10 September 2019;

La Chambre des Députés, en sa séance du 10 septembre 2019;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176;

Imaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Leta ya Isirayeli ajyanye no

After consideration of the Air Services Agreement between the Government of the Republic of Rwanda and the Government of

Après examen de l'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de

Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Jerusalem muri Isirayeli ku wa 07/01/2019;

the State of Israel, signed at Jerusalem, Israel on 07/01/2019;

l'État d'Israël, signé à Jérusalem en Israël le 07/01/2019;

YEMEJE:

ADOPTS:

ADOPTE:

Ingingo ya mbere: Kwemera kwemeza burundu

Article One: Approval for ratification

Article premier: Approbation pour ratification

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Leta ya Isirayeli ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Jerusalem muri Isirayeli ku wa 07/01/2019, ari ku mugereka, yemerewe kwemezwa burundu.

The Air Services Agreement between the Government of the Republic of Rwanda and the Government of the State of Israel, signed at Jerusalem, Israel on 07/01/2019, in annex, is approved for ratification.

L'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de l'État d'Israël, signé à Jérusalem en Israël le 07/01/2019, en annexe, est approuvé pour ratification.

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Article 2: Drafting, consideration and adoption of this Law

Article 2: Initiation, examen et adoption de la présente loi

Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.

This Law was drafted in English, considered and adopted in Ikinyarwanda.

La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

Article 3: Commencement

Article 3: Entrée en vigueur

Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda**.**

La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 25/10/2019

Kigali, on 25/10/2019

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 52/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA LETA YA ISIRAYELI AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I JERUSALEM MURI ISIRAYELI KU WA 07/01/2019

ANNEX TO LAW N° 52/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE STATE OF ISRAEL, SIGNED AT JERUSALEM, ISRAEL ON 07/01/2019

ANNEXE À LA LOI N° 52/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE L'ÉTAT D'ISRAËL, SIGNÉ À JÉRUSALEM EN ISRAËL LE 07/01/2019

AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF RWANDA
AND
THE GOVERNMENT OF THE STATE OF ISRAEL

The Government of the Republic of Rwanda and the Government of the State of Israel hereinafter referred to as the "Contracting Parties";

Desiring to promote an international aviation system based on competition among airlines;

Desiring to favour the rise of international air transport, by putting air transport networks which are able to provide air services to meet the needs of the travelling and shipping public;

Desiring to make it possible for airlines to offer the travelling and shipping public competitive prices and services in open markets;

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

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

Have agreed as follows:

ARTICLE 1

DEFINITIONS

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

(a) "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944, and includes any Annex thereto adopted under Article 90 of that Convention, and any amendment to the Convention or its Annexes adopted under Articles 90 and 94 of the Convention, insofar as such Annexes and amendments have become effective for both Contracting Parties;

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

(c) "aeronautical authorities" means:

(i) in the case of the Republic of Rwanda, the Minister in charge of civil aviation; and

(ii) in the case of the State of Israel, the Ministry of Transport and Road Safety by the Civil Aviation Authority; or in both cases, any person or body authorised to perform functions at present exercisable by the above-mentioned authorities or similar functions;

(d) "agreed services" means the air services established on the specified routes pursuant to the Annex to the present Agreement;

(e) "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;

(f) "designated airline" means an airline or airlines designated by one Contracting Party and authorised by the other Contracting Party in accordance with Article 3 of this Agreement;

(g) "Aircraft equipments", "stores", and "spare parts" have the meaning respectively assigned to them in Annex 9 of the Convention;

(h) "specified routes" means routes specified in the Annex to the present Agreement;

(i) "tariffs" means the prices to be paid for the carriage of passengers, baggage, cargo and the conditions under which these prices apply, including prices, commissions and conditions of agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail;

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

(k) "user charges" means 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.

For the avoidance of doubt, all references to the singular shall include the plural, and all references to the plural shall include the singular.

ARTICLE 2

GRANT OF TRAFFIC RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the conduct of international air services on the specified routes.

2. Subject to the provisions of the present Agreement, the designated airlines of each Contracting Party, during the conduct of international air services, 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 at the point(s) on the route(s) specified in the Route Schedule of the Annex to this Agreement for the purpose of taking on board and discharging international traffic in passengers, cargo or mail separately or in combination; and

d) any rights otherwise specified in this Agreement.

3. 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 (a) and (b) of paragraph 2 of this Article. That airline shall be required to meet

other conditions prescribed under the laws and regulations normally applied to the operation of the international air transport services by the Contracting Party considering the application.

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

ARTICLE 3

DESIGNATION AND AUTHORISATION

1. Each Contracting Party has the right to designate one or more airlines as it wishes for the purpose of operating the agreed services on the specified routes, and to withdraw or alter such designations. Such designations shall be transmitted to the other Contracting Party in writing and shall specify whether the airline is authorised to conduct the type of air services on the specified routes.

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

(a) substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline, nationals of that Contracting Party, or both;

(b) the designated airline is the holder of an air operator certificate or any other equivalent document which is valid in accordance with the laws and regulations in force in the Contracting Party designating the airline;

(c) the Contracting Party designating the airline has and maintains effective regulatory control of that airline;

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

(e) the Contracting Party designating the airline is maintaining and administering the standards set forth in Article 13 (Air Safety) and Article 14 (Aviation Security).

ARTICLE 4

WITHHOLDING, REVOCATION, SUSPENSION, OR LIMITATION OF OPERATING AUTHORISATIONS

1. Each Contracting Party shall have the right to withhold, revoke, suspend, limit or impose conditions on the operating authorisations of an airline designated by the other Contracting Party where:

(a) substantial ownership and effective control of that airline are not vested in the other Contracting Party, that other Contracting Party's nationals, or both;

(b) the designated airline does not hold an air operator certificate or any other equivalent document which is valid in accordance with the laws and regulations in force of the Contracting Party designating the airline;

(c) the Contracting Party designating the airline does not have effective regulatory control of that airline;

(d) the designated airline has failed to meet any condition prescribed under the laws and regulations normally applied to the operation of international air services by the Contracting Party considering the application or applications; or

(e) the designated airline has failed to comply with the provisions set forth in Article 13 (Air Safety) and Article 14 (Aviation Security).

2. Unless immediate measures are essential to prevent further non-compliance with subparagraphs (c) or (d) of paragraph 1 of this Article, the rights established by this Article shall be exercised only after consultations with the Contracting Party designating the airline, in

accordance with the provisions set forth in Article 19 (Consultations and Amendments) of the present Agreement.

ARTICLE 5

FAIR COMPETITION AND OPERATION OF AIR SERVICES

1. Each Contracting Party shall provide to all the designated airlines of both Contracting Parties fair and equal opportunity to compete in operating international air services governed by this Agreement.

2. The total capacity to be provided on the agreed services by the designated airlines of the Contracting Parties shall be agreed between or approved by the aeronautical authorities of the Contracting Parties before the commencement of the operations, and thereafter according to anticipated traffic requirements.

3. The designated airline or airlines of each Contracting Party shall have a fair and equal opportunity to operate on any agreed route between the territories of the Contracting Parties.

4. The designated airline of each Contracting Party shall submit its envisaged flight schedules for approval to the aeronautical authorities of the other Contracting Party at least thirty (30) days prior to the operation of the agreed services. The same procedure shall apply to any modification thereof.

5. For supplementary flights which the designated airline of one Contracting 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 Contracting Party. Such requests shall usually be submitted at least four (4) working days prior to the operation of such flights.

ARTICLE 6

Code Sharing/Cooperative Arrangements

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

a) an airline or airlines of either Contracting Party;

b) an airline or airlines of a third Party.

2. The above provision is subject to the conditions that all airlines in such arrangements:

a) hold the appropriate authority.

b) meet the requirements normally applied to such arrangements.

c) in respect of each ticket sold, the purchaser is informed at the point of sale which airline will operate each sector of the service.

ARTICLE 7

APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party relating to admission to, flight within or departure from its territory of an aircraft of its designated airline(s) engaged in international air navigation, or to the operation or navigation of such aircraft while within its territory, shall apply to the aircraft of designated airline(s) of the other Contracting Party and shall be complied with by such aircraft upon entering or departing from or while within the territory of that Contracting Party.

2. The laws and regulations of one Contracting Party relating to entry into, stay in, or departure from its territory of passengers, baggage, crew, cargo or mail, such as laws and regulations relating to entry, exit, emigration, immigration, passports as well as customs and health or sanitary measures, shall apply to passengers, baggage, crew, cargo and mail carried by the aircraft of the designated airline(s) of the other Contracting Party upon entry into or departure from or while within the territory of the first Contracting Party.

3. In general, in the application of laws and regulations in force, neither Contracting Party shall give preference to its own or any other airlines over a designated airline of the other Contracting Party engaged in similar international air services.

ARTICLE 8

DIRECT TRANSIT

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

ARTICLE 9

USER CHARGES

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

2. Each Contracting Party shall encourage consultations on user charges between its competent charging authorities and airlines using the services and facilities provided by those charging authorities, where practicable through those airlines' representative organisations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their views before changes are made. Each Contracting Party shall further encourage its competent charging authorities and such users to exchange appropriate information concerning user charges.

ARTICLE 10

TARIFFS

1. Tariffs charged by airlines shall not be required to be filed with, or approved, by either Contracting Party.

2. Notwithstanding paragraph 1 of this Article, either Contracting Party may require information of tariffs proposed by its own airline, or the designated airline(s) of the other Contracting Party for carriage to or from its territory.

3. Without limiting the application of general competition and consumer law in each Contracting Party, consultations in accordance with the provisions set forth in Article 19 (Consultations and Amendments) of the present Agreement, may be initiated by either Contracting Party to:

(a) prevent unreasonably discriminatory tariffs or practices;

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

(c) protect airlines from tariffs that are artificially low because of direct or indirect governmental subsidy or support.

ARTICLE 11

EXCHANGE OF INFORMATION

The aeronautical authorities of each Contracting Party shall provide to the aeronautical authorities of the other Contracting Party, on request, information relating to the traffic carried on the agreed services by the respective designated airline(s). Such information shall include statistics and other information required in determining the amount of traffic carried by those airlines on the agreed services.

ARTICLE 12

RECOGNITION OF CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid in accordance with the laws and regulations of one Contracting Party and still in force, shall be recognised as valid by the other Contracting Party for the purpose of operating the specified routes, provided that the requirements under which such certificates and licenses are issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.

2. If the privileges or conditions of the licenses 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 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 the International Civil Aviation Organization (ICAO), the other Contracting Party may request consultations between the aeronautical authorities with a view to clarifying the practice in question.

3. Each Contracting Party reserves the right, however, to refuse to recognise as valid, for the purpose of flights within its own territory, certificates of competency and licenses granted to its own nationals by the other Contracting Party.

ARTICLE 13

AIR SAFETY

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

2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 of this Article that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and of the steps considered necessary to conform with those minimum standards established at that time pursuant to the Convention, and the other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such longer period as may be agreed, shall be grounds for the application of subparagraph (e) of paragraph 1 of Article 4 (Withholding, Revocation, Suspension, or Limitation of Operating Authorisations) of this Agreement.

3. Pursuant to Article 16 of the Convention, it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of the airline or airlines of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorised representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

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

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

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

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

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

7. Each Contracting Party reserves the right to suspend or vary the operating authorisation of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.

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

ARTICLE 14

AVIATION SECURITY

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

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

3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties. Each Contracting Party shall require that operators of aircraft of their registry, or operators of aircraft who have their principal place of business or permanent residence in its territory, and the operators of airports in its territory, act in conformity with such aviation security provisions. Each Contracting Party shall advise the other Contracting Party of any difference between its national regulations and practices and the aviation security standards of the Annexes to the Convention. Either Contracting Party may request immediate consultations with the other Contracting Party at any time to discuss any such differences.

4. Each Contracting Party agrees that such operators of aircraft shall be required to observe the aviation security provisions referred to in paragraph 3 of this Article required by the other

Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures and for this purpose the Aeronautical Authorities of the Parties will be entitled to conclude implementing security arrangements.

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

6. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, that Contracting Party may request immediate consultations with the other Contracting Party.

7. Without prejudice to Article 4 (Withholding, Revocation, Suspension or Limitation of Operating Authorisations) of this Agreement, failure to reach a satisfactory agreement within fifteen (15) days from the date of such request will constitute grounds to withhold, revoke, suspend, limit or impose conditions on the operating authorisation of the air carriers of both Contracting Parties.

8. When required by an immediate and extraordinary threat, a Contracting Party may take interim action prior to the expiry of fifteen (15) days.

9. Any action taken in accordance with the paragraph 7 above shall be discontinued upon compliance by the other Contracting Party with the provisions of this Article.

ARTICLE 15

EXEMPTION FROM CUSTOMS DUTIES AND OTHER TAXES

1. Each Contracting Party shall, on the basis of reciprocity, exempt a designated airline of the other Contracting 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 company 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 Contracting 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 one Contracting Party by or on behalf of the designated airline of the other Contracting Party;

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

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

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

3. Materials and supplies referred to in subparagraphs (a), (b) and (c) of paragraph 2 of this Article, may be subject to customs surveillance or control, of the two Contracting Parties.

4. Baggage and cargo in direct transit are exempt from customs duties and other similar taxes provided that these will be under customs surveillance or control.

5. The regular airborne equipment, as well as the materials and supplies retained on board an aircraft of the designated airline(s) of either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that other Contracting Party and such customs authorities may require that such equipment, materials

and supplies be placed under their surveillance up to such time as they are re-exported or otherwise disposed of in accordance with customs laws and regulations.

Article 16

Taxation

1. Profits or incomes from the operation of the aircraft in international traffic derives by an airline of one Party, including participation in inter- airline commercial agreements or joint business ventures, shall be exempt from any tax on profits or income to the Government of the other Contracting Party.

2. Capital and assets of an airline of one Contracting Party relating to the exploitation and/or operation of aircraft in international traffic shall be exempt from all taxes on capital and assets imposed by the Government of the other Contracting Party.

3. Gains from the alienation of aircraft operated in international traffic and movable property pertaining to the operation of such aircraft by an airline of one Contracting Party shall be exempt from any tax on gains imposed by the Government of the other Contracting Party.

4. Where a special agreement for the avoidance of double taxation exists between the Contracting Parties, the provisions of the latter shall prevail.

ARTICLE 17

COMMERCIAL ACTIVITIES

1. In accordance with the laws and regulations of the other Contracting Party, the designated airline(s) of one Contracting Party shall have the right:

(a) in relation to entry, residence and employment, to bring in and maintain in the territory of the other Contracting Party managerial and other specialist staff, office equipment and other related equipment and promotional materials required for the operation of international air services;

(b) to employ technical, administrative and commercial personnel of its own nationality subject to the laws and regulations in force in the country in which these personnel are to be employed;

(c) to use the services of personnel of any other organisation, company or airline operating in the territory of the other Contracting Party;

(d) to establish offices in the territory of the other Contracting Party for the purposes of provision, promotion and sale of air services;

(e) to sell and market international air services and related products in the territory of that other Contracting Party, directly and, at its discretion, through its agents or other intermediaries, in the local currency or in freely convertible currencies of other countries;

(f) to pay for local expenses, including purchases of fuel, in the territory of the other Contracting Party in local currency. At their discretion, the airlines of each Contracting Party may pay for such expenses in the territory of the other Contracting Party in freely convertible currencies according to local currency regulations.

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

a) each Contracting Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article; and

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

3. Each Contracting Party shall permit airline of the other Contracting Party to convert and transmit abroad, on demand, all local revenues from the sale of air transport services 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.

4. 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.

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

ARTICLE 18

LEASING

1. Either Contracting Party may prevent the use of leased aircraft for services under this Agreement which does not comply with Article 13 (Air Safety) and Article 14 (Aviation Security) of this Agreement.

2. Subject to paragraph 1 of this Article, the designated airlines of each Contracting Party may operate services under this Agreement by using leased aircraft which meets the requirements provided by Article 13 (Air Safety) and Article 14 (Aviation Security) of this Agreement.

ARTICLE 19

CONSULTATIONS AND AMENDMENTS

1. In a spirit of close cooperation, the aeronautical authorities of the Contracting Parties shall consult with each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and the Annex attached hereto and shall consult whenever necessary to provide for amendment to this Agreement or the Annex.

2. Either Contracting Party may request consultations, which may be through discussions or by correspondence. Consultations shall begin within a period of thirty (30) days from the date the other Contracting Party receives a written request, unless otherwise agreed by both Contracting Parties.

3. This Agreement can be amended by mutual consent of the Contracting Parties.

4. Any amendment of this Agreement excluding amendments of the Annex shall come into force in accordance with the procedures set forth in Article 24 to this Agreement.

5. Any amendment of the Annex may be made by written agreement between the aeronautical authorities of the Contracting Parties.

ARTICLE 20

MULTILATERAL AGREEMENTS

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

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 endeavor to settle their dispute by negotiations between Aeronautical Authorities of the States of both Contracting Parties.

2. If the said Aeronautical Authorities fail to reach a settlement by negotiation, the Contracting parties shall endeavor to settle the dispute shall be settled through diplomatic channels.

3. If the Contracting Parties fail to reach a settlement pursuant to paragraphs (1) and (2) above, either Contracting Party may refer the dispute to an arbitral tribunal of three arbitrators, one to be named by each Contracting Party and the third arbitrator who shall act as the Chairman of the tribunal, to be agreed upon by the two Contracting Parties, provided that such arbitrator

shall not be a national of either Contracting Party and shall be a national of a State having diplomatic relations with each of the Contracting Parties at the time of appointment.

Each Contracting Party shall nominate its arbitrator within a period of sixty (60) days from the date of receipt, through diplomatic channels, of a notice of arbitration. The Chairman shall be appointed within a further period of sixty (60) days following the appointment of the two arbitrators by the Contracting Parties.

If a Contracting Party fails to nominate its arbitrator within the specified period or in case the Contracting Parties fail to agree on the Chairman within the mentioned period, each Contracting Party may request the President of the Council of ICAO to appoint the Chairman or the arbitrator representing the Contracting Party in default, as the case may require.

4. In case of absence or incompetence of the President of ICAO, The Vice-President or a senior member of the ICAO Council, not being a national of either of the Contracting Parties, and shall be a national of a state having diplomatic relations with each of the Contracting Parties at the time of the appointment as the case may be, shall replace the President of ICAO in its arbitral duties, as mentioned in paragraph (3) of this Article.

5. The arbitral tribunal shall determine its procedures and the place of arbitration subject to provisions agreed upon between the Contracting Parties.

6. Decisions of the arbitral tribunal shall be made by a majority of the arbitrators and shall be reasoned. The decisions of the arbitral tribunal shall be final and binding upon the Contracting Parties to the dispute.

7. If either Contracting Party or the designated airline of either Contracting Party fails to comply with the decision given under paragraph (6) of this Article, the other Contracting Party may limit, suspend or revoke any rights or privileges which have been granted by virtue of this Agreement to the Contracting Party in default.

8. Each Contracting Party shall bear the expenses of its own arbitrator. The expenses of the chairman, including his/her fees and any expenses incurred by ICAO in connection with the appointment of the chairman and/or the arbitrator of the Contracting Party in default as referred to in paragraph (3) of this Article shall be shared equally by the Contracting Parties.

9. Pending the submission to arbitration and thereafter until the arbitral tribunal publishes its award, the Contracting Parties shall, except in the event of termination, continue to perform all their obligations under this Agreement without prejudice to a final adjustment in accordance with the said award.

ARTICLE 22

TERMINATION OF AGREEMENT

Either Contracting Party may at any time give notice in writing, though the diplomatic channel, 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, or after any shorter period of time as may be agreed by both Contracting Parties, unless the notice to terminate is withdrawn by agreement before the expiry period. In the absence of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 23

REGISTRATION OF AGREEMENT

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

ARTICLE 24

ENTRY INTO FORCE

This Agreement shall enter into force on the date of the receipt of the second diplomatic note indicating that all necessary internal procedures have been completed by both Contracting Parties.

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

Done at Jerusalem on the 1st day of Shvat 5779 which corresponds to the 7th day of the month of January of the year 2019 in the Gregorian calendar, in 2 authentic copies in the Hebrew and English languages, all texts being equally authentic.

In case of divergence of interpretation, the English text shall prevail.



For the Government of the Republic of Rwanda



For the Government of the State of Israel

ANNEX

I. Routes to be operated by the designated airlines of Israel

Points in Israel: From Any point or points

Intermediate points: Via Any point or points

Points in Rwanda: To Any point or points

Beyond points: To Any point or points

II. Routes to be operated by the designated airlines of Rwanda

Points in Rwanda: From Any point or points

Intermediate points: Via Any point or points

Points in ISRAEL: To Any point or points

Beyond points: To Any point or points

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

The right of the designated airline of one Contracting Party to operate flights for the carriage of passengers, baggage, cargo and mail between the points in the territory of the other Contracting Party and points in the territory of third countries (5th freedom traffic rights) shall be subject to a separate agreement between the Aeronautical Authorities of the Contracting Parties.

הסכם שירותי אוויר

בין ממשלת הרפובליקה של רואנדה

לבין

ממשלת מדינת ישראל

ממשלת הרפובליקה של רואנדה וממשלת מדינת ישראל (להלן: "הצדדים המתקשרים");

ברצותן לקדם מערכת תעופה בינלאומית המבוססת על תחרות בין מובילים אוויריים;

בבקשן להעדיף את עליית התחבורה האווירית הבינלאומית, על ידי כינון רשתות הובלה אווירית המסוגלות לספק שירותי אוויר שיענו על צרכי ציבור הנוסעים והמשגרים;

ברצותן לאפשר למובילים האוויריים להציע לציבור הנוסעים והמשגרים מחירים ושירותים תחרותיים בשווקים פתוחים;

בבקשן להבטיח את דרגת הבטיחות והביטחון הגבוהה ביותר בתובלה האווירית הבינלאומית, ובאשרן מחדש את דאגתן העמוקה לנוכח מעשים ואיומים נגד בטיחות התעופה האזרחית, המסכנים את בטיחותם של אנשים או רכוש, משפיעים לרעה על פעולת ההובלה האווירית, ומערערים אמון הציבור בביטחון התעופה האזרחית;

בהיותן צדדים לאמנה בדבר תעופה אזרחית בינלאומית, שנפתחה לחתימה בשיקגו ביום 7 בדצמבר 1944;

הסכימו לאמור:

סעיף 1

הגדרות

למטרות הסכם זה, אלא אם כן צוין אחרת, המונח:

(א) "אמנה" פירושו האמנה בדבר תעופה אזרחית בינלאומית, שנפתחה לחתימה בשיקגו ביום שבעה בדצמבר 1944, וכולל כל נספח שאומץ לפי סעיף 90 לאותה אמנה, וכל תיקון לנספחים או לאמנה לפי סעיפים 90 ו-94 שלה, במידה שנספחים ותיקונים כאמור נכנסו לתוקף לגבי שני הצדדים המתקשרים;

(ב) "הסכם" פירושו הסכם זה, נספחיו וכל תיקון בהם;

(ג) "רשויות תעופה" פירושו:

(i) במקרה של הרפובליקה של רואנדה, השר האחראי על תעופה אזרחית; וכן

(ii) במקרה של מדינת ישראל, משרד התחבורה והבטיחות בדרכים ע"י רשות התעופה האזרחית; או בשני המקרים, כל אדם או גוף המוסמכים למלא את התפקידים שממלאות כרגע הרשויות האמורות או תפקידים דומים;

(ד) "שירותים מוסכמים" פירושו שירותי האוויר שהוקמו בנתיבים המפורטים בהתאם לנספח להסכם הנוכחי;

(ה) ל"שירות אווירי", "שירות אווירי בינלאומי", "מוביל אווירי" ו"חנייה שלא למטרות תעבורה", המשמעויות המצוינות להם בסעיף 96 לאמנה;

(ו) "מוביל אווירי מיועד" פירושו מוביל אווירי או מובילים אוויריים שיועדו והורשו בהתאם לסעיף 3 להסכם זה;

(ז) "ציוד לכלי טיס", "אספקה" ו"חלפים" הם בעלי המשמעויות המיוחסות להם בהתאמה בנספח 9 לאמנה;

(ח) "נתיבים מפורטים" פירושו נתיבים המפורטים בנספח להסכם הנוכחי;

(ט) "תעריפים" פירושו המחירים שיש לשלם תמורת הובלת נוסעים, כבודה, מטען והתנאים שלפיהם מוחלים מחירים אלה, כולל מחירים, עמלות ותנאי שליחות ושירותים נלווים אחרים, אך להוציא גמול ותנאים להובלת דואר.

(י) "שטח" בזיקה למדינה הוא בעל המשמעות המיוחסת לו בסעיף 2 לאמנה ;

(יא) "היטלי משתמש" פירושו היטל המוטל ע"י הרשויות המוסמכות על מובילים אוויריים, או שהן מתירות להטיל, לאספקת רכוש או מתקנים של נמל תעופה, ניווט אווירי, או מתקנים או שירותים של בטחון תעופה, כולל שירותים ומתקנים קשורים, לכל טיס, צוותיהם, נוסעיהם ומטענם.

למען הסר ספק, כל התייחסות ביחיד תכלול את הרבים, וכל התייחסות ברבים תכלול את היחיד.

סעיף 2

הענקת זכויות טיס

1. כל צד מתקשר מעניק לצד האחר את הזכויות המפורטות בהסכם זה למטרות הפעלת שירותי אוויר בינלאומיים בנתיבים המפורטים.

2. בכפוף להוראות הסכם זה, המובילים האוויריים המיועדים של כל צד מתקשר ייהנו, בהפעילם שירותי אוויר בינלאומיים, מהזכויות הבאות:

א) הזכות לטוס מעל לשטח הצד המתקשר האחר ללא נחיתה;

ב) הזכות לערוך חניות בשטח הצד המתקשר האחר שלא למטרות תעבורה;

ג) הזכות לערוך חניות בנקודה(ות) בנתיב(ים) המפורטים בלוח הנתיבים של הנספח להסכם זה למטרות ההעלאה וההורדה של תחבורה בינלאומית של נוסעים, מטען או דואר, בנפרד או במשולב; וכן

ד) כל הזכויות האחרות המפורטות בהסכם זה.

3. המובילי(ים) האווירי(ים) של כל צד מתקשר, שאינם אלה המיועדים לפי סעיף 3 (הועדה והרשאה) להסכם זה, ייהנו אף הם מהזכויות המפורטות בס"ק 2 (א) ו-(ב) לסעיף זה. אותו מוביל אווירי יידרש לעמוד בתנאים אחרים שנקבעו על פי החוקים והתקנות החלים בדרך כלל על הפעלת שירותי הובלה האווירית הבינלאומית על ידי הצד המתקשר הדן בבקשה.

4. אין בסעיף זה דבר שייראה כמעניק למובילי(ים) האווירי(ים) המיועד(ים) של צד מתקשר אחד את הזכויות להעלות בשטח הצד המתקשר האחר נוסעים, מטען או דואר, המובלים תמורת גמול ומיועדים לנקודה אחרת בשטח הצד המתקשר האחר.

סעיף 3

הועדה והרשאה

1. לכל צד מתקשר תהיה הזכות להועיד בכתב מוביל אווירי אחד או יותר לשם הפעלת השירותים המוסכמים בנתיבים במפורטים, ולבטל או לשנות הועדות כאמור. הועדות כאמור יועברו בכתב לצד האחר בכתב ובתן יפורט אם המוביל האווירי מורשה לבצע את שירותים אוויר מסוג זה בנתיבים המפורטים.

2. עם קבלת הועדה כאמור, ובקשה של המוביל האווירי המיועד, בצורה ובאופן הקבועים עבור היתר ההפעלה, כל צד מתקשר יעניק את היתרי ההפעלה תוך עיכוב נוהלי מזערי, ובלבד:

(א) שהבעלות הממשית והשליטה בפועל על אותו מוביל אווירי נתונות בידי הצד המתקשר המועיד את המוביל האווירי, אזרחיו של אותו צד, או שניהם יחד;

(ב) שהמוביל האווירי המיועד מחזיק בתעודת מפעיל אווירי או כל מסמך מקביל אחר שהנו בתוקף בהתאם לחוקים ולתקנות שבתוקף אצל הצד המתקשר המועיד את המוביל האווירי;

(ג) שהצד המתקשר המועיד את המוביל האווירי מחזיק ומקיים שליטה רגולטורית בפועל באותו מוביל אווירי;

(ד) שהמוביל האווירי המיועד כשיר לעמוד בתנאים הקבועים בחוקים ובתקנות החלים באופן רגיל על הפעלת תובלה אווירית בינלאומית ע"י הצד הדן בבקשה או בבקשות; וכן

(ה) שהצד המועיד את המוביל האווירי מקיים ומנהל את התקנים המפורטים בסעיף 13 (בטיחות אווירית) וסעיף 14 (ביטחון התעופה).

סעיף 4

התלייה, שלילה, השעייה או הגבלה של היתרי הפעלה

1. לכל צד מתקשר תהיה הזכות להתלות, לשלול, להשעות, להגביל או להטיל תנאים על היתרי ההפעלה של מוביל אווירי שהועיד הצד המתקשר האחר, מקום:

(א) שהבעלות הממשית והשליטה בפועל על אותו מוביל אווירי אינן נתונות בידי הצד המתקשר האחר, אזרחי אותו צד מתקשר או שניהם יחד;

(ב) שהמוביל האווירי המיועד אינו מחזיק בתעודת מפעיל אווירי או כל מסמך מקביל אחר שהנו בתוקף בהתאם לחוקים ולתקנות שבתוקף אצל הצד המתקשר המועיד את המוביל האווירי;

(ג) שהצד המתקשר המועיד את המוביל האווירי אינו מחזיק ומקיים שליטה רגולטרית בפועל באותו מוביל אווירי;

(ד) שלא עלה בידי המוביל האווירי המיועד לעמוד בתנאי כלשהו הקבוע בחוקים ובתקנות החלים באופן רגיל על הפעלת תובלה אווירית בינלאומית ע"י הצד הדן בבקשה או בבקשות; או

(ה) שהמוביל האווירי המיועד אינו מציית להוראות המפורטות בסעיף 13 (בטיחות אווירית) וסעיף 14 (ביטחון התעופה).

2. אם פעולה מיידית איננה חיונית למניעת המשך אי הציות בהתאם לתת-ס"ק (ג) או (ד) לס"ק 1 לסעיף זה, הזכויות שנקבעו לפי סעיף זה ימומשו רק אחרי התייעצות עם הצד המתקשר המועיד את המוביל האווירי, בהתאם להוראות המפורטות בסעיף 19 (התייעצויות ותיקונים) להסכם הנוכחי.

סעיף 5

תחרות הוגנת והפעלת שירותים אוויריים

1. כל צד מתקשר יעניק לכל המובילים המיועדים של שני הצדדים המתקשרים הזדמנות הוגנת ושווה להתחרות בהפעלת שירותים אוויריים בינלאומיים המוסדרים ע"י הסכם זה.

2. הקיבולת הכוללת שיספקו המובילים המיועדים של הצדדים המתקשרים בשירותים המוסכמים תוסכם בין רשויות התעופה של הצדדים או תאושר על ידיהן לפני תחילת הפעילות, ולאחר מכן בהתאם לדרישות התנועה הצפויות.

3. למובילים האוויריים של כל צד מתקשר תהיה הזדמנות הוגנת ושווה לפעול בכל נתיב מוסכם בין שטחי שני הצדדים המתקשרים.

4. המוביל האווירי של כל צד מתקשר יגיש את לוחות הטיסות החזויים שלו לאישור רשויות התעופה של הצד המתקשר האחר לפחות שלושים (30) ימים לפני הפעלת השירותים המוסכמים. אותו נוהל יחול על כל שינוי בהם.

5. לטיסות נוספות שהמוביל האווירי המיועד של צד מתקשר אחד מבקש להפעיל מחוץ ללוח הזמנים המאושר, אותו מוביל אווירי חייב לבקש אישור מראש מרשויות התעופה של הצד המתקשר האחר. בקשות כאמור יוגשו כרגיל לפחות ארבעה (4) ימים לפני הפעלת טיסות כאמור.

סעיף 6

הסדרי שיתוף קודים/שיתוף פעולה

1. בהפעילו או בהציעו את השירותים המורשים בנתיבים המוסכמים, כל מוביל אווירי של צד מתקשר אחד רשאי להתקשר בהסדרי שיווק שיתופיים כגון blocked-space או שיתוף קודים עם:

א) מוביל אווירי או מובילים אוויריים של צד מתקשר ;

ב) מוביל אווירי או מובילים אוויריים של צד שלישי.

2. ההוראה הנ"ל כפופה לתנאי שכל המובילים האוויריים בהסדרים כאמור:

א) מחזיקים בהיתר מתאים.

ב) עומדים בדרישות החלות כרגיל על הסדרים כאמור.

ג) בזיקה לכל כרטיס שנמכר, יודיעו לרוכש בנקודת המכירה איזה מוביל אווירי יפעיל כל קטע של השירות.

סעיף 7

החלת חוקים ותקנות

1. החוקים והתקנות הלאומיים של צד מתקשר אחד, המתייחסים לכניסתם לשטחו, לטיסה בתוכו או ליציאתם ממנו של כלי הטיס של המוביל(ים) האווירי(ים) המיועד(ים) העוסקים בתעבורה אווירית בינלאומית, או להפעלה או לטיסה של כלי טיס כאמור בהיותו בשטחו, יחולו על כלי הטיס של המוביל(ים) האווירי(ים) המיועד(ים) של הצד המתקשר האחר ויקוימו ע"י כלי טיס כאמור עם כניסתם לשטח אותו צד מתקשר אחר, שהותם בו או יציאתם ממנו.

2. חוקיו ותקנותיו של צד מתקשר אחד, המתייחסים לכניסתם לשטחו, שהותם בו ויציאתם ממנו של נוסעים, כבודה, צוות, מטען או דואר, כגון חוקים ותקנות המתייחסים לכניסה, יציאה, הגירה, עזיבה, דרכונים וכן אמצעי מכס ובריאות או אמצעים סניטריים יחולו על נוסעים, כבודה, צוות, מטען ודואר המובלים על ידי כלי הטיס של המוביל(ים) האווירי(ים) המיועד(ים) של הצד המתקשר האחר עם כניסתם לשטח הצד המתקשר הראשון או יציאתם ממנו או בעת שהותם בו.

3. באופן כללי, בהחלת חוקים ותקנות שבתוקף, צד מתקשר לא ייתן העדפה למוביל האווירי שלו או לכל מוביל אווירי אחר על פני מוביל אווירי מיועד של הצד האחר העוסק בשירותי אוויר בינלאומיים דומים.

סעיף 8

מעבר ישיר

נוסעים, כבודה ומטען במעבר ישיר דרך שטח צד מתקשר ושאינם עוזבים את שטח נמל התעופה השמור למטרה זו, יהיו כפופים לביקורת מפושטת. נוסעים, כבודה ומטען במעבר ישיר דרך שטח צד מתקשר ושאינם עוזבים את שטח נמל התעופה השמור למטרה זו יהיו כפופים לביקורת נוספת מטעמי ביטחון התעופה, פיקוח על סמים, מניעת כניסה לא חוקית או בנסיבת מיוחדות.

סעיף 9

היטלי משתמש

1. צד מתקשר לא יטיל ולא יתיר להטיל על המוביל האווירי של הצד האחר היטלי משתמש גבוהים מאלה המוטלים על המובילים האוויריים שלו המפעילים שירותי אוויר בינלאומיים דומים.

2. כל צד מתקשר יעודד התייעצויות בדבר היטלי משתמש בין רשות הגבייה המוסמכת שלו לבין המובילים האוויריים המשתמשים בשירותים ובמתקנים שמספקות רשויות גבייה אלה, מקום שמעשי, באמצעות הארגונים המייצגים של המובילים האוויריים. יש לתת למשתמשים כאמור הודעה סבירה על כל הצעה לשינויים בהיטלי משתמשים על מנת לאפשר להם להביע את דעתם לפני ביצוע השינויים. כן יעודד כל צד מתקשר את רשות הגבייה המוסמכת שלו ואת המשתמשים האמורים להחליף מידע מתאים בנוגע להיטלי משתמש.

סעיף 10

תעריפים

1. לא תהיה דרישה להגשה של תעריפים שגובים מובילים אוויריים, או לאישור, על ידי צד מתקשר.

2. על אף הוראות ס"ק 1 לסעיף זה, כל צד מתקשר רשאי לדרוש מידע על תעריפים שמציע המוביל האווירי שלו, או המובילים) האווירי(ים) המיועד(ים) של הצד המתקשר האחר להובלה אל או משטחו.

3. בלי לחגביל את ההחלה של תחרות כללית ודיני צרכנות אצל כל צד מתקשר, כל צד מתקשר רשאי ליזום התייעצויות, בהתאם להוראות המפורטות בסעיף 19 (התייעצויות ותיקונים) להסכם הנוכחי, כדי:

(א) למנוע תעריפים או נהגים מפלים באופן בלתי סביר;

(ב) להגן על צרכנים מפני מחירים גבוהים או מגבילים באופן בלתי סביר בשל ניצול לרעה של עמדת שליטה או בשל נהגים מתואמים בין מובילים אוויריים; וכן

(ג) להגן על מובילים אווירייים מפני תעריפים נמוכים באופן מלאכותי בגלל סובסידיה או תמיכה ממשלתית ישירה או עקיפה.

סעיף 11

חילופי מידע

רשויות התעופה של כל צד מתקשר ימסרו לרשויות התעופה של הצד המתקשר האחר, לפי בקשה, מידע הנוגע לתנועה המובלת בשירותים המוסכמים על-ידי כל אחד מהמובילים) האווירי(ים). מידע כאמור יכלול סטטיסטיקה ומידע אחר הנדרש בקביעת כמות התנועה המובלת על ידי מובילים אווירייים אלה בשירותים המוסכמים.

סעיף 12

הכרה בתעודות וברישיונות

1. כל צד מתקשר יכיר כתקפים בתעודות כושר אווירי, תעודות כשירות ורישיונות שהונפקו או קיבלו תוקף בהתאם לחוקים ולתקנות של צד מתקשר אחד ועודם בתוקף, כתקפים ע"י הצד המתקשר האחר למטרות הפעלת הנתיבים המפורטים, ובלבד שהדרישות שלפיהן תעודות או רישיונות כאמור הונפקו או קיבלו תוקף יהיו לפחות שוות לתקני המינימום שניתן לקבוע בהתאם לאמנה.

2. אם הזכויות או התנאים של הרישיונות או התעודות הנזכרים בס"ק 1 לעיל, שמנפיקות רשויות התעופה של צד מתקשר אחד לכל אדם או מוביל אווירי מיועד או בזיקה לכלי טיס המשמש בהפעלת השירותים המוסכמים, מתירים סטייה מתקני המינימום שנקבעו לפי האמנה, וסטייה זו הוגשה לארגון הבינלאומי לתעופה אזרחית (ICAO), הצד האחר רשאי לבקש התייעצויות בין רשויות התעופה כדי להבהיר את הנוהג הנדון.

3. עם זאת, כל צד מתקשר שומר על הזכות לסרב להכיר, למטרות טיסות מעל לשטחו או נחיתה בו, בתעודות הכשירות וברישיונות המוענקים לאזרחיו ע"י הצד המתקשר האחר.

סעיף 13

בטיחות אווירית

1. כל צד מתקשר רשאי לבקש התייעצויות בנוגע לתקני בטיחות שמקיים הצד המתקשר האחר ביחס למתקני תעופה, צוות אוויר, כלי טיס והפעלתם. התייעצויות כאמור יתקיימו בתוך שלושים (30) ימים מתאריך אותה בקשה.

2. אם, בעקבות התייעצויות כאמור, מוצא צד מתקשר אחד כי חצד המתקשר האחר אינו מקיים ומנהל בפועל תקני בטיחות הנזכרים בס"ק 1 לסעיף זה השווים לפחות לתקני המינימום שנקבעו באותה עת בהתאם לאמנה, הצד המתקשר הראשון יודיע לצד מתקשר האחר על ממצאים אלה ועל הצעדים הנחשבים לנחוצים

להתאמה לתקני מינימום אלה שנקבעו באותה עת בהתאם לאמנה, והצד המתקשר האחר ינקוט פעולה מתקנת מתאימה. לא נקט הצד המתקשר האחר פעולה מתקנת מתאימה, בתוך חמישה עשר (15) ימים או פרק זמן ארוך יותר ככל שיוסכם, תהיה זו עילה להחלת תת-ס"ק (ה) לס"ק 1 לסעיף 4 (התלייה, שלילה, השעייה או הגבלה של היתרי הפעלה) להסכם זה.

3. בהתאם לסעיף 16 לאמנה, מוסכם עוד כי כל כלי טיס המופעל ע"י מוביל אווירי של צד מתקשר אחד, או בהסכם חכירה, מטעם המוביל האווירי או המובילים האוויריים של צד מתקשר אחד בשירות אל שטחו של הצד המתקשר האחר או ממנו ניתן, בעודו בשטחו של הצד המתקשר האחר, להפוך לנושא לחיפוש של הנציגים המוסמכים של הצד המתקשר האחר, בכלי הטיס וסביבו כדי לבדוק הן את תוקפם של מסמכי כלי הטיס והן את אלה של אנשי הצוות שלו ואת מצבם הנראה של כלי הטיס וציודו (ייקרא בסעיף זה "ביקורת כבש"), ובלבד שהדבר אינו מוביל לעיכוב בלתי סביר.

4. אם ביקורת כבש או סדרה של ביקורות כבש כאמור מולידות:

(א) חששות כבדים כי כלי טיס או ההפעלה של כלי טיס אינם עומדים בתקני המינימום שנקבעו באותה עת בהתאם לאמנה; או

(ב) חששות כבדים כי קיים חסר בתחזוקה וניהול יעילים של תקני בטיחות שנקבעו באותה עת בהתאם לאמנה;

5. הצד המתקשר העורך את הביקורת יהיה, לעניין סעיף 33 לאמנה, חופשי להגיע למסקנה שהדרישות לפיהן התעודה או הרישיונות ביחס לאותו כלי טיס או ביחס לאנשי צוותו של אותו כלי טיס הונפקו או קיבלו תוקף, או שדרישות לפיהן מופעל כלי טיס זה, אינן שוות ערך לתקני המינימום שנקבעו בהתאם לאמנה או עולות עליהם.

6. במקרה שגישה לצורך עריכת ביקורת כבש בכלי טיס המופעל על ידי המוביל האווירי או המובילים האוויריים של צד מתקשר אחד בהתאם לס"ק 3 לסעיף זה לעיל נדחית על ידי נציג של אותו מוביל אווירי או אותם מובילים אוויריים, הצד המתקשר האחר יהיה חופשי להסיק כי מתעוררים חששות כבדים מהסוג הנזכר בס"ק 4 לסעיף זה לעיל ולהסיק את המסקנות הנזכרות באותו ס"ק.

7. כל צד מתקשר שומר על הזכות להשעות או לשנות את היתר ההפעלה של מוביל אווירי או מובילים אוויריים של הצד המתקשר האחר באופן מידי במקרה שהצד המתקשר הראשון הסיק, כתוצאה מביקורת כבש, סדרה של בדיקות כבש, מניעת גישה לביקורת כבש, התייעצות או סיבה אחרת, כי פעולה מיידית היא חיונית לבטיחות פעולתו של מוביל אווירי.

8. כל פעולה של צד מתקשר אחד בהתאם לס"ק 2 או 6 לסעיף זה לעיל תופסק ברגע שהבסיס לנקיטת אותה פעולה יחדל להתקיים.

סעיף 14

ביטחון התעופה

1. בהתאם לזכויותיהם ולהתחייבויותיהם לפי המשפט הבינלאומי, הצדדים המתקשרים שבים ונותנים תוקף לכך שמחויבותם ההדדית להגן על בטחון התעופה האזרחית מפני מעשים של התערבות בלתי-חוקית מהווה חלק בלתי נפרד מהסכם זה. בלי להגביל את כלליות זכויותיהם והתחייבויותיהם לפי המשפט הבינלאומי, הצדדים המתקשרים יפעלו במיוחד בהתאם להוראות האמנה בדבר עבירות ומעשים מסוימים אחרים המבוצעים בכלי טיס, שנחתמה בטוקיו ביום 14 בספטמבר 1963, האמנה בדבר דיכוי תפיסה בלתי-חוקית של כלי טיס, שנחתמה בהאג ביום 16 בדצמבר 1970, האמנה בדבר דיכוי מעשים בלתי-חוקיים נגד בטיחות התעופה האזרחית, שנחתמה במונטריאול ביום 23 בספטמבר 1971, והפרוטוקול המשלים שלה בדבר דיכוי מעשי אלימות בלתי-חוקיים בנמלי-תעופה המשמשים את התעופה האזרחית הבינלאומית, שנחתם במונטריאול ביום 24 בפברואר 1988, וכן כל אמנה אחרת ופרוטוקול אחר המתייחסים לביטחון התעופה האזרחית אשר שני הצדדים המתקשרים מצייתים להם.

2. הצדדים המתקשרים יעניקו זה לזה לפי בקשה את כל הסיוע חדרוש למניעת מעשים של תפיסה בלתי-חוקית של כלי טיס אזרחיים ומעשים בלתי-חוקיים אחרים נגד בטיחותם של כלי טיס כאמור, נוסעיהם ואנשי צוותם, נמלי אוויר ומתקני ניווט אווירי, וכל איום אחר על ביטחון התעופה האזרחית.

3. במסגרת קשריהם ההדדיים, כל צד מתקשר יפעל בהתאם להוראות הביטחון בתעופה שנקבעו ע"י הארגון הבינלאומי לתעופה אזרחית ומיועדים כנספחים לאמנה; במידה שאותן הוראות ביטחון ישימות לגבי הצדדים המתקשרים, הם יחייבו מפעילים של כלי טיס הרשומים אצלם או מפעילי כלי טיס שמקום עסקם הראשי או מושבם הקבוע נמצאים בשטחם, ומפעיליהם של נמלי אוויר שבשטחם, לנהוג בהתאם להוראות ביטחון בתעופה האמורות. כל צד מתקשר יודיע לצד האחר על כל הבדל בין התקנות והנהגים הלאומיים שלו לבין תקני הביטחון בתעופה של הנספחים לאמנה. כל צד מתקשר רשאי לבקש התייעצויות מיידיות עם הצד המתקשר האחר בכל עת כדי לדון בכל הבדל כאמור.

4. כל צד מתקשר מסכים כי ניתן לחייב מפעילי כלי טיס כאמור לקיים את הוראות ביטחון התעופה המוזכרות בס"ק 3 לעיל, כנדרש ע"י הצד האחר לשם כניסה לשטחו של הצד האחר, יציאה ממנו או שהייה בו. כל צד מתקשר יבטיח שיינקטו בפועל אמצעים מתאימים בשטחו כדי להגן על כלי הטיס וכדי לבדוק נוסעים, אנשי צוות, מטעני-יד, כבודה, מטען וצידה לכלי טיס, לפני העלייה או ההטענה ובמהלכן. כל צד מתקשר ישקול גם ברוח אוהדת כל בקשה של הצד המתקשר האחר לגבי אמצעי ביטחון מיוחדים סבירים ולמטרה זו רשויות התעופה של הצדדים המתקשרים יהיו רשאיות לעשות הסדרי יישום ביטחוניים.

5. במקרה של תקרית או איום בתקרית של תפיסה בלתי-חוקית של כלי טיס אזרחיים, או מעשים בלתי-חוקיים אחרים נגד בטיחות כלי טיס, נוסעיהם ואנשי צוותם, נמלי אוויר או מתקני ניווט אווירי כאמור, יסייעו הצדדים המתקשרים זה לזה ע"י הקלת התקשורת ואמצעים מתאימים אחרים המיועדים לשים קץ מהיר ובטוח לתקרית או לאיום בתקרית כאמור.

6. כאשר יש לצד מתקשר עילה סבירה להאמין כי הצד המתקשר האחר חרג מהוראות ביטחון התעופה שבסעיף זה, אותו צד מתקשר רשאי לבקש התייעצויות מיידיות עם הצד המתקשר האחר .

7. בלי לפגוע בסעיף 4 (התחלייה, שלילה, השעייה או הגבלה של היתרי הפעלה) להסכם זה, אי הגעה להסכם מניח את הדעת בתוך חמישה עשר (15) ימים מתאריך הבקשה, תהווה עילה להתלייה, שלילה, השעייה הגבלה או הטלת תנאים על היתרי ההפעלה של המובילים האוויריים של שני הצדדים המתקשרים.

8. כאשר נדרש בגלל איום מיידי וחריג, רשאי צד מתקשר לנקוט בפעולה זמנית לפני תום חמישה עשר (15) ימים.

9. כל פעולה הננקטת בהתאם לס"ק 7 לעיל תבוטל עם עמידתו של הצד המתקשר האחר בהוראות סעיף זה.

סעיף 15

פטור ממכסים וממסים אחרים

1. על בסיס עקרון ההדדיות, כל צד מתקשר יפטור את המוביל האווירי המיועד של הצד המתקשר האחר, במידה המירבית האפשרית לפי הדין הלאומי שלו, מהגבלות ייבוא, היטלי מכס, מסי בלו, אגרות ביקורת והיטלים ואגרות לאומיים אחרים, שאינם מבוססים על עלות השירותים שניתנו עם ההגעה, על כלי טיס, דלק, שמני סיכה, אספקה טכנית מתכלה, חלפים כולל מנועים, ציוד רגיל לכלי טיס, צידה לכלי טיס ופריטים אחרים כגון כרטיסים מודפסים, שטרי מטען, וכל חומר מודפס הנושא את סמלי החברה מודפסים עליו וחומר פרסומי רגיל המחולק חינם ע"י אותו מוביל אווירי מיועד ומיועד לשימוש או משמש אך ורק בזיקה להפעלתם או לשירותם של כלי טיס של המוביל האווירי המיועד של צד מתקשר אחר כאמור המפעיל את השירותים המוסכמים.

2. הפטורים המוענקים ע"י סעיף זה יחולו על הפריטים הנזכרים בס"ק 1:

א) שהוכנסו לשטח צד מתקשר אחד ע"י המוביל האווירי המיועד של הצד המתקשר האחר או מטעמו;

ב) שהוחזקו בכלי טיס של המוביל האווירי המיועד של צד מתקשר אחד בהגיעו לשטח הצד המתקשר האחר או בצאתו ממנו; או

ג) שהועלו לכלי טיס של המוביל האווירי המיועד של צד מתקשר אחד בשטח הצד המתקשר האחר ונועדו לשימוש בהפעלת השירותים המוסכמים;

בין אם נעשה בפריטים אלה שימוש או שנצרכו בשלמותם או בחלקם בשטח הצד המעניק את הפטור, ובין אם לאו, ובלבד שהבעלות על פריטים כאמור לא הועברה בשטח הצד האמור.

3. חומרים ואספקה הנזכרים בתת-ס"ק (א), (ב) ו-(ג) לס"ק 2 לסעיף זה, עשויים לחיות כפופים למעקב או לפיקוח המכס, של שני הצדדים המתקשרים.

4. כבודה ומטען במעבר ישיר פטורים ממכס וממסים דומים אחרים, בתנאי שיהיו תחת מעקב או פיקוח על המכס.

5. את הציוד המוטס הרגיל, וכן החומרים והאספקה המוחזקים בדרך כלל בכלי טיס של מוביל אווירי מיועד של צד אחד, ניתן לפרוק בשטחו של הצד האחר רק באישור רשויות המכס של צד זה. במקרה כאמור, הם יושמו תחת פיקוח של הרשויות האמורות עד למועד, ייצואם מחדש או עד שייעשה בהם אחרת בהתאם לתקנות המכס.

סעיף 16

מיסוי

1. רווחים או הכנסות מהפעלה של כלי הטיס בתעבורה בינלאומית הנצמחים למוביל אווירי של צד אחד, כולל השתתפות בהסכמים מסחריים בין מובילים אוויריים או ביוזמות עסקיות משותפות, יהיו פטורים מכל מס על רווחים או הכנסה שמטילה ממשלת הצד המתקשר האחר.

2. הון ונכסים של מוביל אווירי של צד אחד הקשורים לניצול ו/או פעולה של כלי טיס בתחבורה בינלאומית, יהיו פטורים מכל מס על הון ועל נכסים שמטילה ממשלת הצד המתקשר האחר.

3. רווחים מהעברת כלי טיס המופעלים בתעבורה בינלאומית ומיטלטלין השייכים להפעלתם של כלי טיס כאמור ע"י מוביל אווירי של צד אחד, יהיו פטורים מכל מס על רווחים שמטילה ממשלת הצד המתקשר האחר.

4. מקום שקיים הסכם מיוחד בדבר מניעת מסי כפל בין הצדדים המתקשרים, הוראות האחרון יכריעו.

סעיף 17

פעילויות מסחריות

1. בהתאם לחוקים ולתקנות של הצד המתקשר האחר, למוביל(ים) האווירי(ים) המיועד(ים) של צד מתקשר אחד תהיה הזכות :

(א) ביחס לכניסה, ישיבה ותעסוקה, להביא ולהחזיק בשטח הצד המתקשר האחר סגל ניהול וסגל מומחה אחר, ציוד משרדי וציוד קשור אחר וחומרי קידום מכירות הנדרשים להפעלת שירותי אוויר בינלאומיים ;

(ב) להעסיק כוח אדם טכני, מינהלי ומסחרי מקרב אזרחיו, בכפוף לחוקים ולתקנות שבתוקף במדינה שבה יועסקו עובדים אלה ;

(ג) להשתמש בשירותי כוח אדם של כל ארגון, חברה או מוביל אווירי אחרים הפועלים בשטחו של הצד המתקשר האחר;

(ד) להקים משרדים בשטח הצד המתקשר האחר, לשם אספקה, קידום ומכירה של שירותי אוויר;

(ה) למכור ולשווק שירותי תובלה אווירית בינלאומיים בשטח אותו צד מתקשר אחר, במישרין, ולשיקול דעתו, באמצעות סוכניו או מתווכים אחרים, במטבע מקומי או במטבעות הניתנים להמרה חופשית של מדינות אחרות;

(ו) לשלם תמורת הוצאות מקומיות, כולל רכישת דלק, בשטח הצד האחר במטבע מקומי. לשיקול דעתם, המובילים האוויריים של כל צד מתקשר רשאים לשלם תמורת הוצאות כאמור בשטח הצד המתקשר האחר במטבעות הניתנים להמרה חופשית בהתאם לתקנות המטבע המקומיות.

2. הנציגים ואנשי הסגל יהיו כפופים לחוקים ותקנות שבתוקף אצל הצד המתקשר האחר, ובהתאם לחוקים ולתקנות האמורים:

א) כל צד מתקשר, על בסיס הדדיות ותוך עיכוב מזערי, יעניק את היתרי ההעסקה הנחוצים, אשרות מבקרים או מסמכים דומים אחרים לנציגים ולאנשי הסגל הנזכרים בס"ק 1 לסעיף זה; וכן

ב) שני הצדדים המתקשרים יקדמו ויזרזו את הדרישה להיתרי העסקה עבור אנשי סגל המבצעים תפקידים זמניים מסוימים במשך לא יותר מתשעים (90) ימים.

3. כל צד מתקשר יעניק למובילים האוויריים של הצד המתקשר האחר את הזכות להמיר ולהעביר לחו"ל, לפי בקשה, את כל ההכנסות המקומיות ממכירת שירותי תובלה אווירית, מעבר לסכומים ששולמו באופן מקומי. וההמרה וההעברה יותרו מיידית לפי שער החליפין החל במועד הבקשה להמרה והעברה.

4. ההמרה וההחזרה של הכנסות כאמור יותרו בהתאם לחוקים ולתקנות בני ההחלה, ואינם כפופים להיטלים מינהליים או להיטלי חליפין כלשהם למעט אלה שבנקים מטילים כרגיל על ביצוע המרה והחזרה כאמור.

5. הוראות סעיף זה אינן פוטרות את המובילים האוויריים של שני הצדדים המתקשרים ממכסים, מסים ותרומות שהם כפופים להם.

סעיף 18

חכירה

1. כל צד מתקשר רשאי למנוע את השימוש בכלי טיס חכורים בשירותים לפי הסכם זה, אשר אינם מצייתים לסעיף 13 (בטיחות אווירית) וסעיף 14 (ביטחון התעופה) להסכם זה.

2. בכפוף לס"ק 1 לעיל, המובילים האוויריים המיועדים של כל צד מתקשר רשאים לספק שירותים לפי הסכם זה ע"י שימוש בכלי טיס חכורים העומדים בדרישות סעיף 13 (בטיחות אווירית) וסעיף 14 (ביטחון התעופה) להסכם זה.

סעיף 19

התייעצויות ותיקונים

1. ברוח שיתוף הפעולה ההדוק, רשויות התעופה של הצדדים המתקשרים ייוועצו אלה באלה מעת לעת במגמה להבטיח את היישום, והציות המשביע רצון, של הוראות הסכם זה והנספח המצורף אליו ויתייעצו במקרה הצורך כדי לאפשר תיקון להסכם זה או לנספח.

2. כל צד מתקשר רשאי לבקש התייעצויות כאמור, אשר יהיו בדיונים או בתכתובת. ההתייעצויות יתחילו בתוך תקופה של 30 (שלושים) ימים מהתאריך שבו קיבל הצד המתקשר האחר בקשה בכתב, אלא אם כן הצדדים המתקשרים הסכימו אחרת .

3. ניתן לתקן הסכם זה בהסכמה הדדית של הצדדים המתקשרים.

4. כל תיקון בהסכם זה, להוציא תיקונים בנספח, ייכנס לתוקף בהתאם לנהלים המפורטים בסעיף 24 להסכם זה.

5. ניתן לעשות כל תיקון לנספח בהסכמה בכתב בין רשויות התעופה של הצדדים המתקשרים.

סעיף 20

הסכמים רב-צדדיים

אם שני הצדדים המתקשרים הופכים צדדים להסכם רב-צדדי העוסק בעניינים המכוסים ע"י הסכם זה, הם יתייעצו במגמה לקבוע אם יש לתקן את ההסכם הנוכחי כדי שיביא בחשבון את ההסכם הרב-צדדי.

סעיף 21

יישוב מחלוקות

1. התעוררה מחלוקת כלשהי בין הצדדים המתקשרים בעניין פרשנותו או יישומו של הסכם זה, הצדדים המתקשרים ישתדלו תחילה ליישב את המחלוקת ביניהם במשא-ומתן בין רשויות התעופה של מדינותיהם של שני הצדדים המתקשרים.

2. לא עלה בידי רשויות התעופה האמורות להגיע להסדר במשא-ומתן, הצדדים המתקשרים ישתדלו ליישב את המחלוקת בצינורות הדיפלומטיים.

3. לא עלה בידי הצדדים המתקשרים להגיע להסדר באמצעות ס"ק (1) ו-(2) לעיל, צד רשאי להביא את המחלוקת בפני בית דין לבוררות ובו שלושה בוררים, אחד שימונה ע"י כל צד מתקשר ובורר שלישי שישמש כיו"ר בית הדין, בהסכמת שני הצדדים המתקשרים, ובלבד שבורר כאמור לא יהיה אזרח של צד ויהיה אזרח של מדינה שיש לה יחסים דיפלומטיים עם כל אחד מהצדדים המתקשרים במועד המינוי.

כל צד מתקשר ימנה את הבורר שלו בתוך תקופה של שישים (60) יום מתאריך קבלתה, בצינורות הדיפלומטיים, של הודעה על בוררות. היו"ר ימונה בתוך תקופה נוספת של שישים (60) ימים אחרי מינוי הבורר ע"י כל אחד מהצדדים המתקשרים.

לא עלה בידי צד למנות את הבורר שלו בתוך התקופה שנקבעה, או במקרה שהבוררים הנבחרים אינם מסכימים על בחירת היו"ר בתוך התקופה הנזכרת, כל צד מתקשר רשאי לבקש מנשיא מועצת ICAO למנות את היו"ר או את הבורר שייצג את הצד המתקשר שכשל, לפי המקרה .

4. במקרה של היעדרות או אי-כשירות של נשיא ,ICAO סגן-הנשיא או חבר בכיר של מועצת ,ICAO שאינו אזרח של צד, והוא אזרח של מדינה שיש לה יחסים דיפלומטיים עם כל אחד מהצדדים המתקשרים במועד המינוי, לפי המקרה, יחליף את נשיא ICAO במילוי חובותיו כבורר, כנזכר בס"ק (3) לסעיף זה

5. בית הדין לבוררות יקבע את סדרי הנוהל שלו ואת מקום הבוררות בכפוף להוראות המוסכמות בין הצדדים המתקשרים .

6. החלטות בית הדין לבוררות יתקבלו ברוב קולות של הבוררים ויהיו מנומקות. החלטות בית הדין לבוררות יהיו סופיות ויחייבו את הצדדים המתקשרים למחלוקת.

7. לא מילאו צד מתקשר או המוביל האווירי המיועד של צד מתקשר אחר ההחלטה שניתנה לפי ס"ק (6) לסעיף זה, הצד המתקשר האחר רשאי להגביל, להשעות או לשלול כל זכות או זכות יתר שהוענקו מכוח הסכם זה לצד המתקשר המשתמט.

8. כל צד מתקשר יישא בהוצאות הבורר שלו. הוצאות היו"ר, כולל שכרו וכל הוצאה שנגרמה ל ICAO-בזיקה למינוי היו"ר ו/או הבורר של הצד המשתמט כנזכר בס"ק (3) לסעיף זה, יתחלקו באופן שווה ע"י הצדדים המתקשרים.

9. עד ההגשה לבוררות ולאחר מכן עד שבית הדין לבוררות ימסור את פסיקתו, הצדדים המתקשרים, להוציא במקרה של סיום, ימשיכו לבצע את התחייבויותיהם לפי הסכם זה בלי לפגוע בהתאמה סופית בהתאם לפסיקה האמורה.

סעיף 22

סיום ההסכם

כל צד מתקשר רשאי בכל עת למסור הודעה בכתב, בצינורות הדיפלומטיים, לצד האחר על החלטתו להביא הסכם זה לידי סיום. הודעה כאמור תימסר בו בזמן לארגון הבינלאומי לתעופה אזרחית. במקרה כאמור הסכם זה יגיע לסיומו שנים עשר (12) חודשים מתאריך קבלת ההודעה ע"י הצד המתקשר האחר, או אחרי כל פרק זמן קצר יותר המוסכם על שני הצדדים המתקשרים, אלא אם כן ההודעה על סיום נמשכת בהסכמה לפני תום פרק זמן זה. בהעדר אישור קבלה ע"י הצד האחר, תיחשב ההודעה כאילו התקבלה ארבעה עשר (14) ימים אחרי קבלת ההודעה ע"י הארגון הבינלאומי לתעופה אזרחית.

סעיף 23

רישום ההסכם

הסכם זה וכל תיקון עתידי בו יירשמו ע"י הצדדים אצל לארגון הבינלאומי לתעופה אזרחית.

סעיף 24

כניסה לתוקף

הסכם זה ייכנס לתוקף בתאריך קבלת השנייה מבין האיגרות הדיפלומטיות שבה מצוין כי כל הנהלים הפנימיים הדרושים הושלמו ע"י שני הצדדים המתקשרים.

לראיה, מיופי הכוח החתומים מטה, שהוסמכו לכך כדין איש ע"י ממשלתו, חתמו על הסכם זה.

נעשה בירושלים ביום אי בשבט התשע"ט (לפי הלוח העברי) שהוא יום 7 בינואר 2019 לפי הלוח הגריגוריאני, ב-2 עותקים מהימנים, בשפות עברית ואנגלית, ולשני הנוסחים דין מקור שווה .

במקרה של הבדלי פרשנות, יכריע הנוסח האנגלי.

בשם ממשלת הרפובליקה של רואנדה

בשם ממשלת מדינת ישראל

נספח

I. נתיבים שיופעלו ע"י המובילים האוויריים המיועדים של ישראל

נקודות בישראל: מכל נקודה או נקודות

נקודות ביניים: דרך כל נקודה או נקודות

נקודות ברואנדה: כל נקודה או נקודות

נקודות שמעבר: לכל נקודה או נקודות

II. נתיבים שיופעלו ע"י המובילים האוויריים המיועדים של רואנדה

נקודות ברואנדה: מכל נקודה או נקודות

נקודות ביניים: דרך כל נקודה או נקודות

נקודות בישראל: לכל נקודה או נקודות

נקודות שמעבר: לכל נקודה או נקודות

הערה: כל נקודה וכל נקודת ביניים ו/או נקודה שמעבר בנתיבים המפורטים ניתן להשמיט, לפי שיקול דעתו של כל מוביל אווירי, בכל טיסה או בכל הטיסות.

זכותו של המוביל האווירי המיועד של צד מתקשר אחד להפעיל טיסות להובלת נוסעים, כבודה, מטען ודואר בין נקודות בשטח הצד האחר ונקודות בשטח מדינות שלישיות (זכויות טיס לפי החופש ה-5) תהיה כפופה להסכם נפרד בין רשויות התעופה של הצדדים.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 52/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Leta ya Isirayeli ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Jerusalem muri Isirayeli ku wa 07/01/2019

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Law n° 52/2019 of 25/10/2019 approving the ratification of the Air Services Agreement between the Government of the Republic of Rwanda and the Government of the State of Israel, signed at Jerusalem, Israel on 07/01/2019

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à la Loi n° 52/2019 du 25/10/2019 approuvant la ratification de l'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de l'État d'Israël, signé à Jérusalem en Israël le 07/01/2019

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEGEKO N° 53/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA Y'UBWAMI BWA MAROC AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 19/10/2016

LAW N° 53/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE KINGDOM OF MOROCCO, SIGNED AT KIGALI, RWANDA ON 19/10/2016

LOI N° 53/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU ROYAUME DU MAROC, SIGNÉ À KIGALI AU RWANDA LE 19/10/2016

ISHAKIRO

Ingingo ya mbere: Kwemera kwemeza burundu

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

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Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

INTEKO ISHINGA AMATEGEKO YEMEJE NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA

THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA

LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA

INTEKO ISHINGA AMATEGEKO:

THE PARLIAMENT:

LE PARLEMENT:

Umutwe w'Abadepite, mu nama yawo yo ku wa 10 Nzeri 2019;

The Chamber of Deputies, in its session of 10 September 2019;

La Chambre des Députés, en sa séance du 10 septembre 2019;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176;

Imaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na

After consideration of the Air Services Agreement between the Government of the

Après examen de l'Accord relatif aux services aériens entre le Gouvernement de la

Guverinoma y'Ubwami bwa Maroc ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Kigali mu Rwanda ku wa 19/10/2016;

YEMEJE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma y'Ubwami bwa Maroc ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Kigali mu Rwanda ku wa 19/10/2016, ari ku mugereka, yemerewe kwemezwa burundu.

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Republic of Rwanda and the Government of the Kingdom of Morocco, signed at Kigali, Rwanda on 19/10/2016;

ADOPTS:

Article One: Approval for ratification

The Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Kingdom of Morocco, signed at Kigali, Rwanda on 19/10/2016, in annex, is approved for ratification.

Article 2: Drafting, consideration and adoption of this Law

This Law was drafted in English, considered and adopted in Ikinyarwanda.

Article 3: Commencement

This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda**.**

République du Rwanda et le Gouvernement du Royaume du Maroc, signé à Kigali au Rwanda le 19/10/2016;

ADOPTE:

Article premier: Approbation pour ratification

L'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Royaume du Maroc, signé à Kigali au Rwanda le 19/10/2016, en annexe, est approuvé pour ratification.

Article 2: Initiation, examen et adoption de la présente loi

La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.

Article 3: Entrée en vigueur

La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 53/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA Y'UBWAMI BWA MAROC AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 19/10/2016

ANNEX TO LAW N° 53/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE KINGDOM OF MOROCCO, SIGNED AT KIGALI, RWANDA ON 19/10/2016

ANNEXE À LA LOI N° 53/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU ROYAUME DU MAROC, SIGNÉ À KIGALI AU RWANDA LE 19/10/2016

AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF THE KINGDOM OF MOROCCO

The Government of the Republic of Rwanda and the Government of the Kingdom of Morocco hereinafter referred to as the "Contracting Parties";

Desiring to promote an international aviation system based on competition among airlines;

Desiring to favour the rise of international air transport, by putting air transport networks which are able to provide air services to meet the needs of the travelling and shipping public;

Desiring to make it possible for airlines to offer the travelling and shipping public competitive prices and services in open markets;

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

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

Have agreed as follows:

ARTICLE 1
DEFINITIONS

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

(a) "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944, and includes any Annex thereto adopted under Article 90 of that Convention, and any amendment to the Convention or its Annexes adopted under Articles 90 and 94 of the Convention, insofar as such Annexes and amendments have become effective for both Contracting Parties;

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

(c) "aeronautical authorities" means:

(i) in the case of the Republic of Rwanda, the Minister in charge of civil aviation; and
(ii) in the case of the Kingdom of Morocco, the Minister responsible for civil aviation;
or in both cases, any person or body authorised to perform functions at present exercisable by the above-mentioned authorities or similar functions;

(d) "agreed services" means the air services established on the specified routes pursuant to the Annex to the present Agreement;

(e) "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;

(f) "designated airline" means an airline or airlines designated by one Contracting Party and authorised by the other Contracting Party in accordance with Article 3 of this Agreement;

(g) "Aircraft equipments", "stores", and "spare parts" have the meaning respectively assigned to them in Annex 9 of the Convention;

(h) "specified routes" means routes specified in the Annex to the present Agreement;

(i) "tariffs" means the prices to be paid for the carriage of passengers, baggage, cargo and the conditions under which these prices apply, including prices, commissions and conditions of agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail;

(j) "territory" means in relation to a State the land areas, internal waters, and territorial seas adjacent thereto under the sovereignty of such State.

(k) "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.

For the avoidance of doubt, all references to the singular shall include the plural, and all references to the plural shall include the singular.

ARTICLE 2
GRANT OF TRAFFIC RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the conduct of international air services on the specified routes.

2. Subject to the provisions of the present Agreement, the designated airlines of each Contracting Party, during the conduct of international air services, 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 said territory, at the points specified for that route in the Annex to this Agreement, for the purpose of putting down and taking on international traffic in passengers, cargo and mail, separately or in

combination carried for compensation and destined for another point in the territory of that other Contracting Party or in the territory of a third state; and

(d) any rights otherwise specified in this Agreement.

3. 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 (a) and (b) of paragraph 2 of this Article. That airline shall be required to meet other conditions prescribed under the laws and regulations normally applied to the operation of the international air transport services by the Contracting Party considering the application.

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

ARTICLE 3
DESIGNATION AND AUTHORISATION

1. Each Contracting Party has the right to designate one or more airlines as it wishes for the purpose of operating the agreed services on the specified routes, and to withdraw or alter such designations. Such designations shall be transmitted to the other Contracting Party in writing and shall specify whether the airline is authorised to conduct the type of air services on the specified routes.

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

(a) substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline, nationals of that Contracting Party, or both;

(b) the designated airline is the holder of an air operator certificate or any other equivalent document which is valid in accordance with the laws and regulations in force in the Contracting Party designating the airline;

(c) the Contracting Party designating the airline has and maintains effective regulatory control of that airline;

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

(e) the Contracting Party designating the airline is maintaining and administering the standards set forth in Article 12 (Air Safety) and Article 13 (Aviation Security).

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

1. Each Contracting Party shall have the right to withhold, revoke, suspend, limit or impose conditions on the operating authorisations of an airline designated by the other Contracting Party where:

(a) substantial ownership and effective control of that airline are not vested in the other Contracting Party, that other Contracting Party's nationals, or both;

(b) the designated airline does not hold an air operator certificate or any other equivalent document which is valid in accordance with the laws and regulations in force of the Contracting Party designating the airline;

(c) the Contracting Party designating the airline does not have effective regulatory control of that airline;

(d) the designated airline has failed to meet any condition prescribed under the laws and regulations normally applied to the operation of international air services by the Contracting Party considering the application or applications; or

(e) the designated airline has failed to comply with the provisions set forth in Article 12 (Air Safety) and Article 13 (Aviation Security).

2. Unless immediate measures are essential to prevent further non-compliance with subparagraphs (c) or (d) of paragraph 1 of this Article, the rights established by this Article shall be exercised only after consultations with the Contracting Party designating the airline, in accordance with the provisions set forth in Article 18 (Consultations and Amendments) of the present Agreement.

ARTICLE 5
FAIR COMPETITION AND OPERATION OF AIR SERVICES

1. Each Contracting Party shall provide to all the designated airlines of both Contracting Parties fair and equal opportunity to compete in operating international air services governed by this Agreement.

2. Each Contracting Party shall allow each designated airline(s) to determine the frequency and capacity of the international air service it offers based on commercial considerations of the marketplace.

3. Consistent with this right, neither Contracting Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designed airlines of the other Contracting Party, except as may be required for customs, technical, operational, or environmental reasons, consistent with Article 15 of the Convention.

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

ARTICLE 6
APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party relating to admission to, flight within or departure from its territory of an aircraft of its designated airline(s) engaged in international air navigation, or to the operation or navigation of such aircraft while within its territory, shall apply to the aircraft of designated airline(s) of the other Contracting Party and shall be complied with by such aircraft upon entering or departing from or while within the territory of that Contracting Party.

2. The laws and regulations of one Contracting Party relating to entry into, stay in, or departure from its territory of passengers, baggage, crew, cargo or mail, such as laws and regulations relating to entry, exit, emigration, immigration, passports as well as customs and health or sanitary measures, shall apply to passengers, baggage, crew, cargo and mail carried by the aircraft of the designated airline(s) of the other Contracting Party upon entry into or departure from or while within the territory of the first Contracting Party.

3. In general, in the application of laws and regulations in force, neither Contracting Party shall give preference to its own or any other airlines over a designated airline of the other Contracting Party engaged in similar international air services.

ARTICLE 7
DIRECT TRANSIT

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

ARTICLE 8
USER CHARGES

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

2. Each Contracting Party shall encourage consultations on user charges between its competent charging authorities and airlines using the services and facilities provided by those charging authorities, where practicable through those airlines' representative organisations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their views before changes are made. Each Contracting Party shall further encourage its competent charging authorities and such users to exchange appropriate information concerning user charges.

ARTICLE 9
TARIFFS

1. Tariffs charged by airlines shall not be required to be filed with, or approved, by either Contracting Party.

2. Notwithstanding paragraph 1 of this Article, either Contracting Party may require information of tariffs proposed by its own airline, or the designated airline(s) of the other Contracting Party for carriage to or from its territory.

3. Without limiting the application of general competition and consumer law in each Contracting Party, consultations in accordance with the provisions set forth in Article 18 (Consultations and Amendments) of the present Agreement, may be initiated by either Contracting Party to:

(a) prevent unreasonably discriminatory tariffs or practices;

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

(c) protect airlines from tariffs that are artificially low because of direct or indirect governmental subsidy or support.

ARTICLE 10
EXCHANGE OF INFORMATION

The aeronautical authorities of each Contracting Party shall provide to the aeronautical authorities of the other Contracting Party, on request, information relating to the traffic carried on the agreed services by the respective designated airline(s). Such information shall include statistics and other information required in determining the amount of traffic carried by those airlines on the agreed services.

ARTICLE 11
RECOGNITION OF CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency and licences issued or rendered valid in accordance with the laws and regulations of one Contracting Party and still in force, shall be recognised as valid by the other Contracting Party for the purpose of operating the specified routes, provided that the requirements under which such certificates and licences are issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.

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

ARTICLE 12
AIR SAFETY

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

2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 of this Article that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and of the steps considered necessary to conform with those minimum standards established at that time pursuant to the Convention, and the other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such longer period as may be agreed, shall be grounds for the application of subparagraph (e) of paragraph 1 of Article 4 (Withholding, Revocation, Suspension, or Limitation of Operating Authorisations) of this Agreement.

3. Pursuant to Article 16 of the Convention, it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of the airline or airlines of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorised representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

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

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

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

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

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

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

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

ARTICLE 13
AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawfu1 interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970, the Convention for the Suppression of Un1awful 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 Exp1osives for the Purpose of Detection, signed at Montreal on 1 March 1991 as well as with any other convention and protocol relating to the security of civil aviation which both Contracting Parties adhere to.

2. The Contracting Parties shall provide, upon request, all practicable assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts

against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties. Each Contracting Party shall require that operators of aircraft of their registry, or operators of aircraft who have their principal place of business or permanent residence in its territory, and the operators of airports in its territory, act in conformity with such aviation security provisions.

4. Each Contracting Party agrees that such operators of aircraft shall be required to observe the aviation security provisions referred to in paragraph 3 of this Article required by the other Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

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

6. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, that Contracting Party may request immediate consultations with the other Contracting Party.

7. Without prejudice to Article 4 (Withholding, Revocation, Suspension or Limitation of Operating Authorisations) of this Agreement, failure to reach a satisfactory agreement within fifteen (15) days from the date of such request will constitute grounds to withhold, revoke, suspend, limit or impose conditions on the operating authorisation of the air carriers of both Contracting Parties.

8. When required by an immediate and extraordinary threat, a Contracting Party may take interim action prior to the expiry of fifteen (15) days.

9. Any action taken in accordance with the paragraph 7 above shall be discontinued upon compliance by the other Contracting Party with the provisions of this Article.

ARTICLE 14
EXEMPTION FROM CUSTOMS DUTIES AND OTHER TAXES

1. Aircraft operated, for the agreed services, by the designated airline(s) of either Contracting Party, as well as any aircraft equipment, supplies of fuels and lubricants, and

aircraft stores (including food, beverages and tobacco) on board such aircraft are exempt from all customs duties, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, provided that such equipment, supplies and stores remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over that territory.

2. Subject to paragraph 3 of this Article, they are also exempt from customs duties, inspection fees and similar charges, with the exception of charges corresponding to the services performed:

(a) aircraft stores taken on board in the territory of a Contracting Party; within limits fixed by the aeronautical authorities of that Contracting Party, and for use on board outbound aircraft engaged on an agreed service of the other Contracting Party;

(b) spare parts, introduced into the territory of either Contracting Party for the maintenance or repair of aircrafts used, for the agreed services, by the designated airline(s) of the other Contracting Party;

(c) fuel and lubricants, and consumable technical supplies, to be supplied to an inbound / transiting / outbound aircraft operated, on agreed services, by the designated airline(s) of the other Contracting Party, even when such supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.

3. Materials and supplies referred to in subparagraphs (a), (b) and (c) of paragraph 2 of this Article, may be subject to customs surveillance or control, of the two Contracting Parties.

4. Baggage and cargo in direct transit are exempt from customs duties and other similar taxes provided that these will be under customs surveillance or control.

5. The regular airborne equipment, as well as the materials and supplies retained on board an aircraft of the designated airline(s) of either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that other Contracting Party and such customs authorities may require that such equipment, materials and supplies be placed under their surveillance up to such time as they are re-exported or otherwise disposed of in accordance with customs laws and regulations.

Article 15
Place of taxation

The revenue derived from international traffic operations by an airline designated by a Contracting Party, will be taxable only in the State where the headquarters of the said designated airline is situated.

ARTICLE 16
COMMERCIAL ACTIVITIES

1. In accordance with the laws and regulations of the other Contracting Party, the designated airline(s) of one Contracting Party shall have the right:

(a) in relation to entry, residence and employment, to bring in and maintain in the territory of the other Contracting Party managerial and other specialist staff, office equipment and other related equipment and promotional materials required for the operation of international air services;

(b) to employ technical, administrative and commercial personnel of its own nationality subject to the laws and regulations in force in the country in which this personnel is to be employed;

(c) to use the services of personnel of any other organisation, company or airline operating in the territory of the other Contracting Party;

(d) to establish offices in the territory of the other Contracting Party for the purposes of provision, promotion and sale of air services;

(e) to sell and market international air services and related products in the territory of that other Contracting Party, directly and, at its discretion, through its agents or other intermediaries, in the local currency or in freely convertible currencies of other countries;

(f) to convert and remit to the territory of its incorporation, 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. Such conversion and remittance shall be made in accordance with the foreign exchange regulations of the Contracting Party concerned; and

(g) to pay for local expenses, including purchases of fuel, in the territory of the other Contracting Party in local currency. At their discretion, the airlines of each Contracting Party may pay for such expenses in the territory of the other Contracting Party in freely convertible currencies according to local currency regulations.

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

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

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

ARTICLE 17
LEASING

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

2. Subject to paragraph 1 of this Article, the designated airlines of each Contracting Party may operate services under this Agreement by using leased aircraft which meets the requirements provided by Article 12 (Air Safety) and Article 13 (Aviation Security) of this Agreement.

ARTICLE 18
CONSULTATIONS AND AMENDMENTS

1. In a spirit of close cooperation, the aeronautical authorities of the Contracting Parties shall consult with each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and the Annex attached hereto and shall consult whenever necessary to provide for amendment to this Agreement or the Annex.

2. Either Contracting Party may request consultations, which may be through discussions or by correspondence. Consultations shall begin within a period of thirty (30) days from the date the other Contracting Party receives a written request, unless otherwise agreed by both Contracting Parties.

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

ARTICLE 19
MULTILATERAL AGREEMENTS

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

ARTICLE 20
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 direct consultation and negotiations.

2. If a settlement cannot be reached by the aforementioned methods, the dispute may, at the request of either Contracting Party, be submitted for decision to a tribunal (hereinafter called the "Arbitration Tribunal") consisting of three arbitrators, one to be appointed by each Contracting Party and the third to be agreed upon by the two so appointed. The third such arbitrator shall not be a national of either Contracting Party and shall act as president of the Arbitration Tribunal.

3. Each of the Contracting Parties shall appoint an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other Contracting Party of a notice through the diplomatic channel requesting arbitration of the dispute by the Arbitration Tribunal and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to appoint an arbitrator within the specified period or if the third arbitrator is not appointed within the specified period, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. If the President is of the same nationality as one of the Contracting Parties, the most senior Vice-President who is not disqualified on that ground shall make the appointment.

4. The Arbitration Tribunal shall determine its own procedure.

5. Subject to the final decision of the Arbitration Tribunal, the Contracting Parties shall bear in equal proportion the cost of arbitration.

6. The Contracting Parties shall comply with the decision(s) of the Arbitration Tribunal.

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

ARTICLE 21
TERMINATION OF AGREEMENT

Either Contracting Party may at any time give notice in writing, though the diplomatic channel, 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, or after any shorter period of time as may be agreed by both Contracting Parties, unless the notice to terminate is withdrawn by agreement before the expiry period. In the absence of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 22
REGISTRATION OF AGREEMENT

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

ARTICLE 23
ENTRY INTO FORCE

This Agreement shall enter into force as soon as the two Contracting Parties have notified each other by an exchange of diplomatic notes, that their respective constitutional procedures for the entry into force of this Agreement have been completed.

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

Done at Kigali, this 19th day of October in the Year 2016, in duplicate original copies in the Arabic and English languages, both texts being equally authentic. In case of difference of interpretation the English text shall prevail.

FOR THE GOVERNMENT OF THE REPUBLIC OF RWANDA

HON. LOUISE MUSHIKIWABO
MINISTER OF FOREIGN AFFAIRS AND COOPERATION

FOR THE GOVERNMENT OF THE KINGDOM OF MOROCCO

M. SALAHDDINE MEZOUAR
MINISTER OF FOREIGN AFFAIRS AND COOPERATION

ANNEX

ROUTES

I Points to be operated by the designated airlines of Morocco

Points in Morocco : Any point or points
Intermediate points : Any point or points

Points in Rwanda : Any point or points
Beyond points : Any point or points

II Points to be operated by the designated airlines of Rwanda

Points in Rwanda : Any point or points
Intermediate points : Any point or points

Points in Morocco : Any point or points
Beyond points : Any point or points

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

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 53/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma y'Ubwami bwa Maroc ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Kigali mu Rwanda ku wa 19/10/2016

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Law n° 53/2019 of 25/10/2019 approving the ratification of the Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Kingdom of Morocco, signed at Kigali, Rwanda on 19/10/2016

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à la Loi n° 53/2019 du 25/10/2019 approuvant la ratification de l'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Royaume du Maroc, signé à Kigali au Rwanda le 19/10/2016

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEGEKO N° 54/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA MOZAMBIQUE AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 20/07/2018

LAW N° 54/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF MOZAMBIQUE, SIGNED AT KIGALI, RWANDA ON 20/07/2018

LOI N° 54/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD BILATÉRAL RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU MOZAMBIQUE, SIGNÉ À KIGALI AU RWANDA LE 20/07/2018

ISHAKIRO

Ingingo ya mbere: Kwemera kwemeza burundu

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

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ITEGEKO N^{O} 54/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA MOZAMBIQUE AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 20/07/2018

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 10 Nzeri 2019;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;

Imaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Mozambique

LAW N° 54/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF MOZAMBIQUE, SIGNED AT KIGALI, RWANDA ON 20/07/2018

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 session of 10 September 2019;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;

After consideration of the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the

LOI N° 54/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD BILATÉRAL RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU MOZAMBIQUE, SIGNÉ À KIGALI AU RWANDA LE 20/07/2018

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 10 septembre 2019;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176;

Après examen de l'Accord bilatéral relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de

ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Kigali mu Rwanda ku wa 20/07/2018;

Government of the Republic of Mozambique, signed at Kigali, Rwanda on 20/07/2018;

la République du Mozambique, signé à Kigali au Rwanda le 20/07/2018;

YEMEJE:

ADOPTS:

ADOPTE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Mozambique ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Kigali mu Rwanda ku wa 20/07/2018, ari ku mugereka, yemerewe kwemezwa burundu.

Article One: Approval for ratification

The Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Mozambique, signed at Kigali, Rwanda on 20/07/2018, in annex, is approved for ratification.

Article premier: Approbation pour ratification

L'Accord bilatéral relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Mozambique, signé à Kigali au Rwanda le 20/07/2018, en annexe, est approuvé pour ratification.

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.

Article 2: Drafting, consideration and adoption of this Law

This Law was drafted in English, considered and adopted in Ikinyarwanda.

Article 2: Initiation, examen et adoption de la présente loi

La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Article 3: Commencement

This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda**.**

Article 3: Entrée en vigueur

La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 54/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA MOZAMBIQUE AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 20/07/2018

ANNEX TO LAW N° 54/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF MOZAMBIQUE, SIGNED AT KIGALI, RWANDA ON 20/07/2018

ANNEXE À LA LOI N° 54/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD BILATÉRAL RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU MOZAMBIQUE, SIGNÉ À KIGALI AU RWANDA LE 20/07/2018

BILATERAL AIR SERVICES

AGREEMENT

BETWEEN

THE GOVERNMENT OF

THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF

REPUBLIC OF MOZAMBIQUE

BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF MOZAMBIQUE

PREAMBLE

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

BEING parties to
The Yamoussoukro Declaration on a New African Air Transport Policy adopted on 7 October 2008;

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

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

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

DESIRING to contribute to the progress of international civil aviation;

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

HEREBY AGREE as follows:

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ARTICLE 1
DEFINITIONS

In this Agreement, unless the context otherwise indicates -

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

"aeronautical authority" means, in the case of the Government of the Republic of Rwanda, the Ministry responsible for civil aviation, and in the case of the Government of the Republic of Mozambique, the Autoridade de Aviação Civil de Moçambique or in either case any person or body authorised to perform any particular function provided for in this Agreement;

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

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

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

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

(a) any Annex or any amendment thereto adopted in terms of Article 90 of the Convention, insofar as such Annex or amendment is binding on the Contracting Parties; and

(b) any amendment which has entered into force in terms of Article 94(a) of the Convention and has been ratified by the Contracting Parties in terms of their applicable domestic law;

"Countries bound by the Yamoussoukro Decision" means:

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

"designated airline" means one or more airlines designated and authorised in accordance with Article 3 of this Agreement;

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

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

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

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

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

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

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

ARTICLE 2
GRANT OF RIGHTS

(1) Each Contracting Party shall grant to the other Contracting Party the rights provided for in this Agreement to enable its designated airline to establish and operate international air services on the routes specified in the Annex.

(2) Subject to the provisions of this Agreement, the designated airline of each Contracting Party shall have the right-

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

(b) to make stops in that territory for non-traffic purposes; and

(c) to land in the territory of the other Contracting Party for the purpose of taking on board and discharging traffic in passengers, baggage, cargo and mail while operating an agreed service.

(3) The designated airlines may exercise unrestricted 5th freedom traffic rights at intra-African points in accordance with the Yamoussoukro Decision.

(4) The airlines of each Contracting Party, other than those designated in terms of

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Article 3, shall also have the rights provided for in paragraphs (a) and (b) of sub-Article (2).

(5) Nothing in sub-Article (2) shall confer on a designated airline of a Contracting Party the right of taking on board in the territory of the other Contracting Party, passengers, baggage, cargo and mail, carried for remuneration or hire and destined for another point in the territory of the other Contracting Party.

(6) If because of armed conflict, political disturbances or developments, or special and unusual circumstances, a designated airline of a Contracting Party is unable to operate a service on its normal routes, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangements of such routes, including the temporary granting of alternative rights, as mutually decided by the Contracting Parties.

ARTICLE 3
DESIGNATION AND AUTHORISATION

(1) Each Contracting Party shall have the right to designate in writing, through the diplomatic channel, to the other Contracting Party one or more airlines to operate the agreed services on the specified routes and to revoke or alter in writing through the diplomatic channel, any designation of an airline.

(2) The agreed services may begin at any time, in whole or in part, but not before-

(a) the Contracting Party to whom the rights have been granted shall have designated an airline for the specified route pursuant to sub-Article (1);

(b) the Contracting Party granting the rights shall have given, with the least possible delay and subject to Article 4, the appropriate operating authorisation to the airline concerned; and

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(c) a timetable has been filed in accordance with Article 12.

(3) For the purpose of granting the appropriate operating authorisation provided for in sub-Article (2), the aeronautical authority of a Contracting Party may require the designated airline of the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the domestic law in force in their respective countries normally applied to the operation of international air services by such authorities in conformity with the provisions of the Convention and illegibility criteria as defined in the Yamoussoukro Decision.

ARTICLE 4
REVOCATION AND LIMITATION OF AUTHORISATION

(1) The aeronautical authority of a Contracting Party shall, in respect of a designated airline of the other Contracting Party, have the right to withhold the authorisation referred to in Article 3, to revoke or suspend such authorisation or impose conditions, temporarily or permanently at any time in the event-

(a) of failure by such airline to qualify in terms of or to comply with the domestic laws in force in their respective countries normally applied by the aeronautical authority of the Contracting Party in conformity with the Convention;

(b) that the aeronautical authorities of the first Contracting Party are not satisfied that the said airline is incorporated and has its principal place of business in the territory of the Contracting Party designating it, and holds appropriate operating authorisation issued by the Contracting Party designating the airline; or

(c) that such airline fails to operate in accordance with the conditions prescribed in this Agreement.

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(2) Unless immediate action is essential to prevent further infringement of the laws referred to above, the rights enumerated in sub-Article (1) shall be exercised only after consultations in accordance with Article 17 with the aeronautical authority of the other Contracting Party.

ARTICLE 5
AVIATION SAFETY

(1) A Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party relating to aeronautical facilities, aircrew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of such request.

(2) If, following such consultations, a Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to above which are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards. Such Contracting Party shall take appropriate corrective action and failure to take appropriate action within fifteen (15) days of being notified thereof, or such longer period as may be agreed upon, shall be grounds for the application of Article 4.

(3) Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by the designated airline of one Contracting Party on services to or from the territory of the other Contracting Party, may, while within the territory of the other Contracting Party, be subject to an examination by the authorised representative of that Contracting Party. The

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purpose of such examination shall include the verification of the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (hereinafter referred as "ramp inspection"), provided this does not lead to unreasonable delay.

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

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

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

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

(5) In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the designated airline of one Contracting Party in accordance with sub-Article 3 above is denied by the representatives of that designated airline, the other Contracting Party may infer that serious concerns of the type referred to in sub-Article 4 above arise and draw conclusions referred to in that sub-Article.

(6) Each Contracting Party reserves the right to immediately suspend or vary the operating authorisation of a designated airline of the other Contracting Party in the event the first Contracting Party concludes, whether as a result of a ramp

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inspection or consultation, that immediate action is essential to the safety of airline operation.

(7) Any action by one Contracting Party in accordance with sub-Articles (2) and (6) above, shall be discontinued upon compliance by the other Contracting Party with the safety provisions of this Article.

ARTICLE 6
APPLICATION OF DOMESTIC LAW

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

(2) The domestic law in force in the territory of a Contracting Party relating to the admission to, sojourn in, and departure from its territory of passengers, baggage, crew, cargo or mail of aircraft, including laws and regulations relating to entry, clearance, aviation security, immigration, passports, customs, quarantine and sanitary measures, or in the case of mail, postal laws and regulations, shall be complied with by or on behalf of such passengers, baggage, crew, cargo or mail of the designated airline of the other Contracting Party upon entrance into or departure from and while within the territory of the first Contracting Party.

(3) Passengers, baggage, cargo and mail in direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such purposes shall, except in respect of security measures, narcotics control or in special circumstances, be subject to no more than a simplified control.

4) Neither Contracting Party may grant any preference to its own or any other airline over the designated airline of the other Contracting Party in the application of domestic law referred to in this Article.

ARTICLE 7
RECOGNITION OF CERTIFICATES AND LICENCES

(1) A certificate of airworthiness, a certificate of competency and any licence issued, or rendered valid by a Contracting Party and which is still in force, shall be recognised as valid by the other Contracting Party for the purpose of operating the agreed services: Provided that such a certificate or licence was issued or rendered valid pursuant to, and in conformity with, the minimum standards established in terms of the Convention: Provided further that each Contracting Party reserves the right to refuse to recognise, for the purpose of flights undertaken pursuant to rights granted under Article 2(2), any certificate of competency and any licence granted to its own nationals by another State.

(2) If the privileges or conditions of a licence or certificate issued or rendered valid by a Contracting Party permit a difference from the standards established in terms of the Convention, whether or not that difference has been filed with the International Civil Aviation Organisation, the other Contracting Party may, without prejudice to the rights of the first Contracting Party, request consultations in accordance with Article 17 with the first Contracting Party with a view to satisfying itself that the practice in question is acceptable to it.

ARTICLE 8
CUSTOMS DUTIES AND OTHER CHARGES

(1) Aircraft operated on agreed services by a designated airline of a Contracting Party, as well as their regular equipment, supplies of fuel, lubricants (including hydraulic fluids), consumable technical supplies, spare parts, aircraft stores

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including food, beverages, liquor, tobacco and other products for sale to or use by passengers, in limited quantities, during the flight, and other items intended for or used solely in connection with the aviation operation or servicing, which are on board such aircraft, shall, on entering into the territory of the other Contracting Party, be exempt from customs duties, excise duties and charges: Provided that such equipment, supplies and stores remain on board the aircraft until they are re-exported or consumed during flight on the agreed service.

(2) There shall also be exemption from the same national or local duties, fees and charges, with the exception of charges based on the cost of the service provided, in respect of:

(a) aircraft stores taken on board in the territory of a Contracting Party, within the limits that may be fixed by the appropriate authorities of the said Contracting Party, and intended for use on board the aircraft operated on an international service by a designated airline of the other Contracting Party;

(b) spare parts (including engines) and regular equipment imported into the territory of a Contracting Party for the maintenance or repair of aircraft operating agreed services by the designated airline of the other Contracting Party;

(c) fuels and lubricants (including hydraulic fluids) destined for the designated airline of a Contracting Party to supply aircraft operating agreed services, even when these supplies are to be used on any part of a journey performed over the territory of the other Contracting Party in which they have been taken on board; and

(d) baggage and cargo in direct transit.

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(3) The items referred to in paragraphs (a), (b), (c) and (d) of sub-Article (2), may be required to be kept under customs supervision or control.

(4) The regular equipment, as well as spare parts, aircraft stores, supplies of fuel, lubricants (including hydraulic fluids) and other items referred to in sub-Article (1) normally retained on board an aircraft operated by a designated airline of a Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that territory. In such case, the said items may be placed under the supervision of those customs authorities until they are re-exported or otherwise disposed of in accordance with the domestic law of that Contracting Party.

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

ARTICLE 9
PRINCIPLES GOVERNING THE OPERATION OF AGREED SERVICES

(1) The designated airlines of each Contracting Party shall be allowed fair and equitable treatment in order that it may enjoy equal opportunity in the operation of the agreed service. Each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination and unfair competitive or predatory practices adversely affecting the competitive position of the designated airlines of the other Contracting Party in the exercise of its rights and entitlements as set out in this Agreement and in accordance with the Institutional and Regulatory texts of the Yamoussoukro Decision.

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(2) In operating the agreed services the designated airlines of each Contracting Party shall take into consideration the interests of the designated airlines of the other Contracting Party so as not to unduly affect the services which the latter provide on the whole or part of the same routes.

(3) There shall be no limits on the number of frequencies and capacity offered on air service linking any intra-African city pair combinations between the Contracting Parties. Each designated airline(s) shall be allowed to mount and operate such capacity and frequency as such airline(s) deems appropriate.

(4) Consistent with the rights referred to in sub-Article (3), the Contracting Parties shall not unilaterally limit the volume of traffic, the type of aircraft to be operated or the number of flights per week, except for environmental, safety, technical or other special consideration: Provided that such actions are not intended as measures for the protection of the commercial or economic interests of a designated airline.

(5) Notwithstanding sub-Articles (3) and (4), the Contracting Parties may impose conditions, limit or refuse the increase of capacity or frequency of a designated airline: Provided such actions-

(a) are non-discriminatory and applied under uniform conditions to all airlines and are consistent with Article 15 of the Convention, without discrimination on the ground of nationality or identity of airlines;

(b) have a limited period of validity;

(c) do not unduly affect the objectives of the Yamoussoukro Decision;

(d) do not unduly distort competition between airlines; and

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

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

ARTICLE 10
COMMERCIAL ACTIVITIES

(1) A designated airline of a Contracting Party shall, on a reciprocal basis, be allowed to establish in the territory of the other Contracting Party offices for the promotion and sale of air transportation services.

(2) A designated airline of a Contracting Party shall be allowed to bring in and maintain in the territory of the other Contracting Party its managerial, commercial, operational and technical staff as it may require in connection with the provision of air transportation in accordance of the laws of the other contracting party. These staff requirements may, at the option of a designated airline, be satisfied by its own personnel or by using the services of any other organisation, company or airline operating in the territory of the other Contracting Party, and authorised to perform such services in the territory of that Contracting Party.

(3) A Contracting Party shall grant to any designated airline of the other Contracting Party the right to engage in the sale of air transportation in its

territory directly and, at the airline's discretion, through its agents. Each designated airline shall have the right to sell such transportation and any person shall be free to purchase such transportation in any currency.

(4) Any designated airline of a Contracting Party shall have the right to pay for local expenses in the territory of the other Contracting Party in local currency, or in freely convertible currencies: Provided that this accords with local currency regulations.

(5) The activities referred to in this Article shall be carried out in accordance with the domestic law in force in the territory of the relevant Contracting Party.

ARTICLE 11
TARIFFS

(1) In the case of a tariff increase, there shall be no approval required by the aeronautical authorities of the Contracting Party concerned for a tariff to be charged by the designated airlines of Contracting Parties for the carriage of passenger, cargo and mail. The airlines shall in this case file such tariff with the competent authorities thirty (30) working days before they enter into effect.

(2) This provision is not applicable in the case of lowering of a tariff, which takes immediate effect according to the will of the airline.

ARTICLE 12
TIMETABLE

(1) A designated airline of a Contracting Party shall submit to the aeronautical authority of the other Contracting Party for its information, 30 days in advance, the timetable of its intended services, specifying the frequency, type of aircraft,

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configuration and number of seats to be made available to the public.

(2) Any subsequent changes to the approved timetables of a designated airline shall be submitted to the aeronautical authority of the other Contracting Party for its information.

ARTICLE 13
PROVISION OF INFORMATION

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

ARTICLE 14
TAXATION AND TRANSFER OF EARNINGS

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

(2) Subject to its applicable domestic law, each Contracting Party grants to the designated airline of the other Contracting Party the right of free transfer of the excess of receipts over expenditure earned by such designated airline in the territory of such Contracting Party in connection with the carriage of passengers, baggage, cargo and mail, as well as from any other activities

related to air transport that may be permitted under domestic law. Such transfers shall be effected at the rate of exchange in accordance with the domestic law applicable in the respective countries governing current payments, but where there is no official exchange rate such transfers shall be effected at the prevailing foreign exchange market rate for current payments.

(3) In the event that the form of payment between the Contracting Parties is governed by a special agreement, such an agreement shall apply.

ARTICLE 15
USER CHARGES

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

(2) Neither Contracting Party shall impose or permit to be imposed on the designated airline of the other Contracting Party user charges higher than those imposed on its own designated airline operating similar international air services using similar aircraft and associated facilities and services.

(3) Each Contracting Party shall encourage consultations between its responsible charging bodies and the designated airline using the facilities and services. Where practicable, such consultations should be through the appropriate representative airline organisation.

(4) Reasonable advance notice shall, whenever possible, be given to the designated airline of any proposals for changes to charges referred to in this Article, together with relevant supporting information and data, to enable it to express and have its views taken into account before any changes are made.

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ARTICLE 16
AVIATION SECURITY

(1) Consistent with their rights and obligations under international law binding on the Contracting Parties, the Contracting Parties affirm that their obligation to protect, in their mutual relationship, the security of civil aviation against acts of unlawful interference, forms an integral part of this Agreement.

(2) Subject to applicable domestic law and without derogating from the generality of their rights and obligations in terms of international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, opened for signature at Tokyo on 14 September 1963; the Convention for the Suppression of Unlawful Seizure of Aircraft, opened for signature at The Hague on 16 December 1970; the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, opened for signature at Montreal on 23 September 1971; and any other multilateral agreement governing civil aviation security binding upon both Contracting Parties.

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

(4) The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organisation and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to both Contracting Parties.

(5) The Contracting Parties shall require that operators of aircraft of their registry, or operators of aircraft who have their principal place of business or permanent residence in their respective territories, and the operators of airports in their respective territories, act in conformity with such aviation security provisions as are applicable to both Contracting Parties.

(6) Each Contracting Party agrees that its operators of aircraft shall be required to observe the aviation security provisions referred to in sub-Article (4) applied by the other Contracting Party for entry into, sojourn in, or departure from the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to apply security controls to passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall give positive consideration to any request from the other Contracting Party for reasonable special security measures in its territory to meet a particular threat to civil aviation.

(7) If an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful act against the safety of such aircraft, their passengers and crew, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate such incident or threat as rapidly as possible commensurate with minimum risk to life.

(8) Each Contracting Party shall take such measures as it may find practicable to ensure that an aircraft of the other Contracting Party, subjected to an act of unlawful seizure or any other act of unlawful interference, which is on the ground in its territory, is detained thereon unless its departure is necessitated by the overriding duty to protect the lives of its crew and passengers. Wherever practicable, such measures shall be taken on the basis of consultations with the other Contracting Party.

(9) If a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the aeronautical authority of the first Contracting Party may request immediate consultations with the aeronautical authority of the other Contracting Party. Failure to reach a satisfactory agreement within (15) fifteen days from the date of such request shall constitute grounds for the application of sub-Article (1) of Article 4. If required by an emergency, a Contracting Party may take action in terms of Article 4 prior to the expiry of fifteen (15) days. Any action taken in accordance with this sub-Article shall be discontinued upon compliance by the other Contracting Party with the security provisions of this Article.

ARTICLE 17
CONSULTATIONS

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

(2) Subject to Articles 5 and 16 such consultations, which may be through discussion or correspondence, shall begin within a period of sixty (60) days of the date of receipt of such a request, unless otherwise mutually decided.

ARTICLE 18
AMENDMENT OF AGREEMENT

(1) If either of the Contracting Parties considers it desirable to amend any provision of this Agreement, such amendment shall be agreed upon in accordance with the provisions of Article 17 and shall be effected by an Exchange of Notes, through the diplomatic channel, and shall come into effect on the date on which each Contracting Party has notified the other of its compliance with the constitutional requirements necessary for the implementation of the relevant amendment.

(2) Notwithstanding the provisions of sub-Article (1), amendments to the Annex to this Agreement may be agreed upon directly by the aeronautical authority of the Contracting Parties. Such amendments shall apply from the date they have been agreed upon and enter into force when confirmed by both Contracting Parties through the diplomatic channel.

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

ARTICLE 19
SETTLEMENT OF DISPUTES

(1) If any dispute arisès between the Contracting Parties relating to the interpretation or implementation of this Agreement, the Contracting Parties shall in the first place endeavour to settle such dispute by negotiation.

(2) If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute to some competent and independent person or body for mediation.

(3) If settlement is not reached in accordance with sub-Article (1) or (2) the dispute shall, at the request of either Contracting Party, be submitted for decision to a tribunal of three arbitrators.

(4) Each Contracting Party shall appoint one arbitrator and the third arbitrator, to be jointly appointed by the two arbitrators so appointed, shall act as President of the tribunal.

(5) Each Contracting Party shall appoint its arbitrator within a period of sixty (60) days from the date of receipt of a notice by either Contracting Party from the other, through the diplomatic channel, requesting arbitration of the dispute by such a tribunal and the third arbitrator, who shall be a national of a third State, shall be appointed within a further period of sixty (60) days.

(6) If either Contracting Party fails to appoint an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organisation may be requested by either Contracting Party to appoint an arbitrator or arbitrators, as the case may be: Provided that the President is not a national of either Contracting Party, in which case the Vice President of that Council may be so requested. In such a case, the arbitrator or arbitrators appointed by the said President or Vice President, as the case may be, shall not be nationals or permanent residents of the respective States of the Contracting Parties.

(7) The tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedure.

(8) Subject to the final decision of the tribunal, the Contracting Parties shall bear in equal proportion the interim costs of arbitration.

(9) The Contracting Parties shall comply with any provisional ruling and the final decision of the tribunal.

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

ARTICLE 20
REGISTRATION OF AGREEMENT AND AMENDMENTS

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

ARTICLE 21
TERMINATION OF AGREEMENT

(1) Either Contracting Party may at any time from the entry into force of this Agreement give notice in writing through the diplomatic channel to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be communicated simultaneously to the International Civil Aviation Organisation. The Agreement shall terminate one (1) year after the date of receipt of the notice by the other Contracting Party unless the notice to terminate is withdrawn by agreement before the expiry of this period.

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

ARTICLE 22
ENTRY INTO FORCE

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

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by their respective Governments, have signed and sealed this Agreement in two originals in the English and Portuguese languages, all texts being equally authentic. In the event of divergence of interpretation, the English text shall prevail.

Done at Kigali on this 20th day of July 2018.

For the Government of the
Republic of Mozambique

José Condugua António Pacheco
Minister of Foreign Affairs and
Cooperation

For the Government of the
Republic of Rwanda

Eng. Jean de Dieu UWIHANGANYE

Minister of State in charge of Transport

ANNEX
ROUTE SCHEDULE

For the designated airline(s) of the Republic of Rwanda

Point(s) of Origin	Intermediate Point(s)	Point(s) in the Republic of Mozambique	Point(s) Beyond
Any International Airport	Any points	Any International Airport	Any points

For the designated airline(s) of the Republic of Mozambique

Point(s) of Origin	Intermediate Point(s)	Point(s) in the Republic of Rwanda	Point(s) Beyond
Any International Airport	Any points	Any International Airport	Any points

Notes

1. Any point on the above routes may, at the option of the airline concerned, be omitted on any or all flights: Provided that any service either begins or terminates in the territory of the country designating the airline.

2. The designated airlines may exercise unrestricted 5th freedom traffic rights at intra-African points in accordance with the Yamoussoukro Decision.

3. The exercise of fifth freedom traffic rights at intermediate points and points beyond Africa shall be subject to approval by the Aeronautical Authorities.

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Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 54/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Mozambique ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Kigali mu Rwanda ku wa 20/07/2018

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Law n° 54/2019 of 25/10/2019 approving the ratification of Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Mozambique, signed at Kigali, Rwanda on 20/07/2018

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à la Loi n° 54/2019 du 25/10/2019 approuvant la ratification de l'Accord bilatéral relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Mozambique, signé à Kigali au Rwanda le 20/07/2018

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEGEKO N° 57/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA LETA YA QATAR AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I DOHA MURI QATAR KU WA 15/11/2018

LAW N° 57/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE STATE OF QATAR FOR AIR SERVICES SIGNED AT DOHA, QATAR ON 15/11/2018

LOI N° 57/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE L'ÉTAT DU QATAR, SIGNÉ À DOHA AU QATAR LE 15/11/2018

ISHAKIRO

Ingingo ya mbere: Kwemera kwemeza burundu

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

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Twebwe, KAGAME Paul, Perezida wa Repubulika;	**We, KAGAME Paul,** President of the Republic;	**Nous, KAGAME Paul,** Président de la République;
INTEKO ISHINGA AMATEGEKO YEMEJE NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA	**THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA**	**LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA**
INTEKO ISHINGA AMATEGEKO:	**THE PARLIAMENT:**	**LE PARLEMENT:**
Umutwe w'Abadepite, mu nama yawo yo ku wa 10 Nzeri 2019;	The Chamber of Deputies, in its session of 10 September 2019;	La Chambre des Députés, en sa séance du 10 septembre 2019;
Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;	Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;	Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176;
Imaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Leta ya Qatar ajyanye no Gutwara Abantu n'Ibintu mu Kirere,	After consideration of the Agreement between the Government of the Republic of Rwanda and the Government of the State of Qatar for	Après examen de l'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de

yashyiriweho umukono i Doha muri Qatar ku wa 15/11/2018;	Air Services, signed at Doha, Qatar on 15/11/2018;	l'État du Qatar, signé à Doha au Qatar le 15/11/2018;
YEMEJE:	**ADOPTS:**	**ADOPTE:**
Ingingo ya mbere: Kwemera kwemeza burundu	**Article One: Approval for ratification**	**Article premier: Approbation pour ratification**
Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Leta ya Qatar ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Doha muri Qatar ku wa 15/11/2018, ari ku mugereka, yemerewe kwemezwa burundu.	The Agreement between the Government of the Republic of Rwanda and the Government of the State of Qatar for Air Services, signed at Doha, Qatar on 15/11/2018, in annex, is approved for ratification.	L'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de l'État du Qatar signé à Doha au Qatar le 15/11/2018, en annexe, est approuvé pour ratification.
Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko	**Article 2: Drafting, consideration and adoption of this Law**	**Article 2: Initiation, examen et adoption de la présente loi**
Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.	This Law was drafted in English, considered and adopted in Ikinyarwanda.	La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.
Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa	**Article 3: Commencement**	**Article 3: Entrée en vigueur**
Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda**.**	La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 57/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA LETA YA QATAR AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I DOHA MURI QATAR KU WA 15/11/2018

ANNEX TO LAW N° 57/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE STATE OF QATAR FOR AIR SERVICES SIGNED AT DOHA, QATAR ON 15/11/2018

ANNEXE À LA LOI N° 57/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE L'ÉTAT DU QATAR, SIGNÉ À DOHA AU QATAR LE 15/11/2018

AGREEMENT BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF THE STATE OF QATAR

FOR AIR SERVICES

The Government of the Republic of Rwanda and

The Government of the State of Qatar

Hereinafter reffered to as (the Contracting Parties),

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

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

Have agreed as follows:

ARTICLE 1
Definitions

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

1. The term " **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 Rwanda, the ministry of infrastructure and Rwanda Civil Aviation Authority, and in the case of the Government of the State of Qatar; the Minister of Transport and Communications, 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 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,within limits fixed by the authorities of the said 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 inconsistence 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
Applicability of National Legislation

1. The laws and regulations of a Contracting Party as to the admission to or departure from its territory of passengers, crew or cargo of aircraft, 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 or cargo upon entrance into or departure from, or while within the territory of that Contracting Party.

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

3. The appropriate authorities of a Contracting Party shall have the right without unreasonable delays, to search aircraft of the other Contracting Party on landing or departure and to inspect the certificate and other documents prescribed by the Convention.

ARTICLE 16
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 17
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 18
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 19
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 (17) 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 20
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 21
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 17 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 22
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 23
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 24
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 25
Entry into Force

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

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

Done at Doha the 15th day of November, 2018, in duplicate, in Arabic and English languages, all texts being equally authentic. In case of divergent interpretation, the English text shall prevail.

For the Government of the Republic of Rwanda

For the Government of the State of Qatar

ANNEX

Route Schedule 1

1. Routes to be operated by the designated airline of the 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 State of Qatar	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).

Route Schedule 2

1. Routes to be operated by the designated airline of State of Qatar:

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

2. The designated airline of the Government of the State of Qatar 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).

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 57/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Leta ya Qatar ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Doha muri Qatar ku wa 15/11/2018

Kigali, ku wa **25/10/2019**

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Law n° 57/2019 of 25/10/2019 approving the ratification of the Agreement between the Government of the Republic of Rwanda and the Government of the State of Qatar for Air Services signed at Doha, Qatar on 15/11/2018

Kigali, on**25/10/2019**

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à la Loi n° 57/2019 du 25/10/2019 approuvant la ratification de l'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de l'État du Qatar, signé à Doha au Qatar le 15/11/2018

Kigali, le **25/10/2019**

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEGEKO N° 58/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA IHARANIRA DEMOKARASI YA SÃO TOMÉ NA PRÍNCIPE AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE MU IFASI YAZO NO HANZE YAYO, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 10/03/2017

LAW N° 58/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF SÃO TOMÉ AND PRÍNCIPE FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES, SIGNED AT KIGALI, RWANDA ON 10/03/2017

LOI N° 58/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DÉMOCRATIQUE DE SÃO TOMÉ-ET-PRÍNCIPE POUR LES SERVICES AÉRIENS ENTRE LEURS TERRITOIRES RESPECTIFS ET AU-DELÀ, SIGNÉ À KIGALI AU RWANDA LE 10/03/2017

ISHAKIRO

Ingingo ya mbere: Kwemera kwemeza burundu

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

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LOI N° 58/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DÉMOCRATIQUE DE SÃO TOMÉ-ET-PRÍNCIPE POUR LES SERVICES AÉRIENS ENTRE LEURS TERRITOIRES RESPECTIFS ET AU-DELÀ, SIGNÉ À KIGALI AU RWANDA LE 10/03/2017

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

INTEKO ISHINGA AMATEGEKO YEMEJE NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA

THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA

LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA

INTEKO ISHINGA AMATEGEKO:

THE PARLIAMENT:

LE PARLEMENT:

Umutwe w'Abadepite, mu nama yawo yo ku wa 10 Nzeri 2019;

The Chamber of Deputies, in its session of 10 September 2019;

La Chambre des Députés, en sa séance du 10 septembre 2019;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176;

Imaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na

After consideration of the Agreement between the Government of the Republic of

Après examen de l'Accord entre le Gouvernement de la République du Rwanda et

Guverinoma ya Repubulika Iharanira Demokarasi ya São Tomé na Príncipe ajyanye no Gutwara Abantu n'Ibintu mu Kirere mu Ifasi yazo no hanze yayo, yashyiriweho umukono i Kigali mu Rwanda ku wa 10/03/2017;

YEMEJE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika Iharanira Demokarasi ya São Tomé na Príncipe ajyanye no Gutwara Abantu n'Ibintu mu Kirere mu Ifasi yazo no hanze yayo, yashyiriweho umukono i Kigali mu Rwanda ku wa 10/03/2017, ari ku mugereka, yemerewe kwemezwa burundu.

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Rwanda and the Government of the Democratic Republic of São Tomé and Príncipe for Air Services between and beyond their respective territories, signed at Kigali, Rwanda on 10/03/2017;

ADOPTS:

Article One: Approval for ratification

The Agreement between the Government of the Republic of Rwanda and the Government of the Democratic Republic of São Tomé and Príncipe for Air Services between and beyond their respective territories, signed at Kigali, Rwanda on 10/03/2017, in annex, is approved for ratification.

Article 2: Drafting, consideration and adoption of this Law

This Law was drafted in English, considered and adopted in Ikinyarwanda.

Article 3: Commencement

This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda**.**

le Gouvernement de la République Démocratique de São Tomé-et-Príncipe pour les services aériens entre leurs territoires respectifs et au-delà, signé à Kigali au Rwanda le 10/03/2017;

ADOPTE:

Article premier: Approbation pour ratification

L'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Démocratique de São Tomé-et-Príncipe pour les services aériens entre leurs territoires respectifs et au-delà, signé à Kigali au Rwanda le 10/03/2017, en annexe, est approuvé pour ratification.

Article 2: Initiation, examen et adoption de la présente loi

La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.

Article 3: Entrée en vigueur

La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 58/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA IHARANIRA DEMOKARASI YA SÃO TOMÉ NA PRÍNCIPE AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE MU IFASI YAZO NO HANZE YAYO, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 10/03/2017

ANNEX TO LAW N° 58/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF SÃO TOMÉ AND PRÍNCIPE FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES, SIGNED AT KIGALI, RWANDA ON 10/03/2017

ANNEXE À LA LOI N° 58/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DÉMOCRATIQUE DE SÃO TOMÉ-ET-PRÍNCIPE POUR LES SERVICES AÉRIENS ENTRE LEURS TERRITOIRES RESPECTIFS ET AU DELÀ, SIGNÉ À KIGALI AU RWANDA LE 10/03/2017

AGREEMENT

BETWEEN THE GOVERNMENT OF REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF SAOTOMÉ AND PRINCIPE

FOR AIR SERVICES BETWEEN AND BEYOND

THEIR RESPECTIVE TERRITORIES

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PREAMBLE

The Government of Democratic Republic of **Sao**Tomé and Principe 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) "Aeronautical Authority" means in the case of the Government of Republic of Rwanda, the Civil Aviation Authority of Rwanda and in the case of the Democratic Republic of **Sao** Tomé and Principe, the Civil Aviation Authority of **Sao** Tomé and Principe or in either case any person or body authorized to perform any function to which this Agreement relates;
b) "Agreed Services" means scheduled International Air Services between and beyond the respective territories of Democratic Republic of **Sao** Tomé and Principe and the Republic of Rwanda for the transport of passengers, baggage and Cargo, separately or in any combination;
c) "Agreement" means this Agreement, its Annex drawn up in application thereof, and any amendment to the Agreement or to the Annex;
d) "Air Service", "Airline", "International Air Service" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;
e) "Annex" shall include the route schedule annexed to the Agreement and any clauses or notes appearing in such Annex and any modification made thereto in accordance with the provisions of Article 20 of this Agreement;
f) "Cargo" includes mail;
g) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December 1944, and includes: (i) any

amendment thereto which has entered into force under Article 94(a) of the Convention and has been ratified by both Contracting Parties; and (ii) any annex or amendment adopted thereto under Article 90 of that Convention, insofar as such annex or amendment is at any given time effective for both Contracting Parties;

h) "Designated Airlines" means an airline or airlines that have been designated and authorized in accordance with Article 3 of this Agreement;

i) "Tariffs" means the prices to be charged for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, but excluding remuneration and conditions for carriage of mail;

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

k) "User Charges" means charges made to airlines by the competent authorities or permitted by them to be made for the provision of airport facilities, property and/or of air navigation facilities, including related services and facilities for aircraft, their crews, passengers, baggage and cargo;

2. The Annex to this Agreement is considered an integral part thereof.

3. In implementing this Agreement, the Contracting Parties shall act in conformity with the provisions of the Convention insofar as those provisions are applicable to International Air Services.

ARTICLE 2 - GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement to enable its Designated Airlines to establish and operate Agreed Services.

2. The Designated Airlines of each Contracting Party shall enjoy the following rights:

   a) to fly across the Territory of the other Contracting Party without landing;
   b) to make stops in the Territory of the other Contracting Party for non-traffic purposes, and
   c) to make stops in the Territory of the other Contracting Party, for the purpose of taking on and/or discharging international traffic in passengers, baggage and Cargo, separately or in any combination, while operating the Agreed Services.
   (d) to make stops in the said territory, at the points specified for that route in the Annex to this Agreement, for the purpose of putting down and taking on international traffic in passengers, cargo and mail, separately or in combination carried for compensation and destined for another point in the territory of that other Contracting Party or in the territory of a third state; and any rights otherwise specified in this Agreement.

3. Additionally, the airline(s) of each Contracting Party, other than those designated

under Article 3, shall also enjoy the rights specified in paragraph 2(a) and 2(b) of this Article.

4. Nothing in this Article shall be deemed to confer on any Designated Airlines of either Contracting Party the privilege of taking on, in the Territory of the other Contracting Party, passengers, baggage and Cargo carried for remuneration or hire and destined for another point within the Territory of that other Contracting Party.

5. If because of armed conflict, political disturbances or developments or special and unusual circumstances a Designated Airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangement of routes as is mutually decided by the Contracting Parties.

6. The Designated Airlines shall have the right to use all airways, airports and other facilities provided by the Contracting Parties on a non-discriminatory basis.

ARTICLE 3 - DESIGNATION AND AUTHORIZATION

1. The Aeronautical Authority of each Contracting Party shall have the right to designate one or more airlines for the purpose of operating the Agreed Services and to withdraw or alter the designation of any such airline or to substitute another airline for one previously designated. Such designation may specify the scope of the authorization granted to each airline in relation to the operation of the Agreed Services. Designations and any changes thereto shall be made in writing by the Aeronautical Authority of the Contracting Party having designated the airline to the Aeronautical Authority of the other Contracting Party.

2. On receipt of a notice of designation, substitution or alteration thereto, and on application from the Designated Airline in the form and manner prescribed, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay grant to the airline(s) designated the appropriate operating authorizations.

3. The Aeronautical Authority of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of International Air Services by such authority in conformity with the provisions of the Convention.

4. Each Contracting Party shall have the right to refuse to grant the operating authorizations referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by a Designated Airline of the rights

specified in paragraph 2 (c) of Article 2 of this Agreement, in any case where, subject to any special agreement between the Contracting Parties, it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or its nationals.

5. When an airline has been so designated and authorized, it may begin at any time to operate the Agreed Services in whole or in part, provided that a timetable is established in accordance with Article 15 of this Agreement in respect of such services.

ARTICLE 4 – REVOCATION AND LIMITATION OF OPERATING AUTHORIZATION

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

2. Unless immediate revocation, suspension, or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultation with the Aeronautical Authority of the other Contracting Party, as provided for in Article 18.

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

ARTICLE 5 – PRINCIPLES GOVERNING OPERATION OF AGREED SERVICES

1. Each Contracting Party shall reciprocally allow the Designated Airlines of both Contracting Parties to compete freely in providing the international air 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. There shall be no restriction on the capacity and the number of frequencies and/or type(s) of aircraft to be operated by the Designated Airlines of both Contracting Parties in any type of service (passenger, cargo, separately or in combination). Each Designated Airline is permitted to determine the frequency, capacity it offers on the Agreed Services.

4. Neither Contracting Party shall unilaterally limit the volume of traffic, frequencies, regularity of service or the aircraft type(s) operated by the Designated Airlines of the other Contracting Party, except as may be required for customs, technical, operational or environmental requirements under uniform conditions consistent with Article 16 of the Convention.

5. Neither Contracting Party shall impose on the Designated Airlines of the other Contracting Party, a first refusal requirement, uplift ratio, no objection fee or any other requirement with respect to capacity, frequencies or traffic which would be inconsistent with the purposes of this Agreement.

ARTICLE 6 - CUSTOMS DUTIES AND OTHER CHARGES

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

2. The exemptions granted by this Article shall apply to the items referred to in paragraph (1) of this Article which are:
    a) introduced into the Territory of one Contracting Party by or on behalf of a Designated Airline of the other Contracting Party;

b) retained on board the aircraft of a Designated Airline of one Contracting Party upon arriving in and until leaving the Territory of the other Contracting Party and/or consumed during flight over that Territory;
c) taken on board the aircraft of a Designated Airline of one Contracting Party in the Territory of the other Contracting Party and intended for use in operating the Agreed Services; whether or not such items are used or consumed wholly or partly within the Territory of the Contracting Party granting the exemption, provided such items are not alienated in the Territory of the said Contracting Party.

3. The regular airborne equipment, as well as the materials, supplies and stores normally retained on board the aircraft used by the Designated Airline of either Contracting Party may be unloaded in the Territory of the other Contracting Party only with the approval of the customs authorities of that other Contracting Party. In such case, such equipment and items shall enjoy the exemptions provided for by paragraph (1) of this Article provided that they may be required to be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

4. The exemptions provided for by this Article shall also be available in situations where the Designated Airlines of either Contracting Party have entered into arrangements with another airline(s), for the loan or transfer in the Territory of the other Contracting Party, of the regular equipment and the other items referred to in paragraph (1) of this Article, provided that that other airline enjoys the same exemption(s) from that other Contracting Party.

ARTICLE 7 – APPLICATION OF NATIONAL LAWS AND REGULATIONS

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

2. The laws, regulations and procedures of one Contracting Party as to the admission to, sojourn in, or departure from its Territory of passengers, baggage, crew and cargo, transported on board the aircraft, such as regulations relating to entry, clearance, aviation security, immigration, passports, customs, currency, health, quarantine and sanitary measures or in the case of mail, postal laws and regulations shall be complied with by or on behalf of such passengers, baggage, crew and Cargo upon entry into and departure from and while within the Territory of the first Contracting Party.

3. Neither Contracting Party may grant any preference to its own or any other airline(s) over the Designated Airline(s) of the other Contracting Party in the application of the laws and regulations provided for in this Article.

4. Passengers, baggage and Cargo in direct transit across the Territory of either Contracting Party and not leaving areas of the airport reserved for such purpose shall, except in respect of security measures against violence, air piracy, narcotics control be subject to no more than a simplified control. Such baggage and Cargo shall be exempt from customs duties, excise taxes and other similar national and/or local fees and charges.

ARTICLE 8 - CODE SHARING

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

2. Before providing code sharing services, the code sharing partners shall agree as to which party shall be responsible in respect of the liability and on consumer related matters, security, safety and facilitation. The agreement setting out these terms shall be filed with both Aeronautical Authorities before implementation of the code share arrangements.

3. Such arrangements shall be accepted by the Aeronautical Authorities concerned, provided that all airlines in these arrangements have the underlying traffic rights and/or authorizations.

4. In the event of a code share arrangement, the marketing airline should, in respect of every ticket sold, ensure that it is made clear to the purchaser at the point of sale which airline will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.

5. The Designated Airline(s) of each Contracting Party may also offer code share services between any point(s) in the territory of the other Contacting Party, provided that such services are operated by an airline or airlines of the other Contracting Party.

ARTICLE 9 – CERTIFICATES OF AIRWORTHINESS AND COMPETENCY

1. Certificates of airworthiness, certificates of competency and licenses issued, or rendered valid by one Contracting Party and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the Agreed

Services provided always that such certificates or licenses were issued, or rendered valid, pursuant to and in conformity with the minimum standards established under the Convention.

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

3. If the privileges or conditions of the licenses or certificates issued or rendered valid by one Contracting Party permit a difference from the standards established under the Convention, whether or not such difference has been filed with the International Civil Aviation Organization, the Aeronautical Authority of the other Contracting Party may, without prejudice to the rights of the first Contracting Party under Article 10(2), request consultations with the Aeronautical Authority of the other Contracting Party in accordance with Article 18, with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach satisfactory agreement shall constitute grounds for the application of Article 4(1) of this Agreement.

ARTICLE 10 – AVIATION SAFETY

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

2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within 15 days or such longer period as may be agreed, shall be grounds for the application of Article 4(1) of this Agreement.

3. It is agreed that any aircraft operated by an airline of one Contracting Party on services to or from the Territory of the other Contracting Party may, while within the Territory of the other Contracting Party, be made the subject of an examination by the authorized representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

4. If any such ramp inspection or series of ramp inspections gives rise to:
   a) Serious concerns that an aircraft or the operation of an aircraft does not

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

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

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

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

6. Each Contracting Party reserves the right to suspend or vary the operating authorization of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.

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

ARTICLE 11 – USER CHARGES

1. Each Contracting Party shall use its best efforts to ensure that the User Charges imposed or permitted to be imposed by its competent charging bodies on the Designated Airlines of the other Contracting Party for the use of airports and other aviation facilities are just and reasonable. These charges shall be based on sound economic principles and shall not be higher than those paid by other airlines for such services.

2. Neither Contracting Party shall give preference, with respect to User Charges, to its own or to any other airline(s) engaged in similar International Air Services and shall not impose or permit to be imposed, on the Designated Airline(s) of the other Contracting Party User Charges higher than those imposed on its own Designated Airline(s) operating similar International Air Services using similar aircraft and associated facilities and services.

3. Each Contracting Party shall encourage consultations between its competent charging bodies and the Designated Airlines using the services and facilities. Reasonable notice

shall be given whenever possible to such users of any proposal for changes in User Charges together with relevant supporting information and data, to enable them to express their views before the charges are revised.

ARTICLE 12 – AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.

2. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the *Convention on Offences and Certain Other Acts Committed on Board Aircraft*, signed at Tokyo on 14 September 1963, the *Convention for the Suppression of Unlawful Seizure of Aircraft*, signed at the Hague on 16 December 1970, the *Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation*, signed at Montreal on 23 September, 1971 and the *Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation done at Montreal on 23 September 1971*, signed at Montreal on 24 February 1988, and any other agreement governing civil aviation security binding upon both Contracting Parties.

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

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

5. In addition, the Contracting Parties shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their Territory and the operators of airports in their Territory act in conformity with such aviation security provisions as are applicable to the Contracting Parties.

6. Each Contracting Party agrees that its operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 4 above applied by the other Contracting Party for entry into, departure from, or while within the Territory of that other Contracting Party.

7. Each Contracting Party shall ensure that measures are effectively applied within its Territory to protect the aircraft and to security screen their passengers, crew and

carry-on items and to carry out appropriate security checks on baggage, Cargo and aircraft stores prior to boarding or loading. Each Contracting Party also agrees to give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

8. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate such incident or threat as rapidly as possible commensurate with minimum risk to life from such incident or threat.

9. Each Contracting Party shall take such measures as it may find practicable to ensure that an aircraft of the other Contracting Party subjected to an act of unlawful seizure or other acts of unlawful interference which is on the ground in its Territory is detained thereon unless its departure is necessitated by the overriding duty to protect the lives of its passengers and crew.

10. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the Aeronautical Authority of the first Contracting Party may request immediate consultations with the Aeronautical Authority of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for the application of paragraph (1) of Article 4 of this Agreement. When required by an emergency, a Contracting Party may take interim action under paragraph (1) of Article 4 prior to the expiry of fifteen (15) days. Any action taken in accordance with this paragraph shall be discontinued upon compliance by the other Contracting Party with the security provisions of this Article.

ARTICLE 13 - COMMERCIAL ACTIVITIES

1. The Designated Airlines of each Contracting Party shall have the right to establish in the Territory of the other Contracting Party offices for the purpose of promotion of air transportation and sale of transport documents as well as for other ancillary products and facilities required for the provision of air transportation.

2. The Designated Airlines of each Contracting Party shall be entitled, to bring into and maintain in the Territory of the other Contracting Party those of their own managerial, commercial, operational, sales, technical and other personnel and representatives as it may require in connection with the provision of air transportation.

3. Such representatives and staff requirements mentioned in paragraph 2 of this Article may, at the option of the Designated Airline, be satisfied by its own personnel of any nationality or by using the services of any other airline, organization or company operating in the Territory of the other Contracting Party and authorized to perform such services in the Territory of such other Contracting Party.

4. The Designated Airlines of each Contracting Party shall, either directly and at their discretion, through agents, have the right to engage in the sale of air transportation and its ancillary products and facilities in the Territory of the other Contracting Party. For this purpose, the Designated Airlines shall have the right to use its own transportation documents. The Designated Airline of each Contracting Party shall have the right to sell, and any person shall be free to purchase, such transportation and its ancillary products and facilities in local currency or in any other freely convertible currency.

5. The Designated Airlines of one Contracting Party shall have the right to pay for local expenses in the Territory of the other Contracting Party in local currency or provided that this is in accordance with local currency regulations, in any freely convertible currencies.

6. Each Contracting Party shall apply the Code of Conduct formulated by the International Civil Aviation Organization for the regulation and operation of Computer Reservation Systems within its Territory, consistent with other applicable regulations and obligations concerning Computer Reservation Systems.

7. The Designated Airlines shall have the right to perform its own ground handling with respect to passenger check-in operations in the Territory of the other Contracting Party. This right does not include airside ground handling services and will only be subject to constraints resulting from requirements of airport safety, security and airport infrastructure. Where safety and security considerations preclude the exercise of the right mentioned in this paragraph, such ground handling services shall be made available without preference or discrimination to any airline engaged in similar international air services.

8. On the basis of reciprocity and in addition to the right granted by paragraph (7) of this Article, each Designated Airline of one Contracting Party shall have the right to select in the Territory of the other Contracting Party, any agent from competing handling agents authorized by the competent authorities of that other Contracting Party, for the provision, in whole or in part, of handling services.

9. The Designated Airlines of one Contracting Party may also be permitted to provide ground handling services envisaged by paragraph (7) of this Article, in whole or in part, for other airlines serving the same airport in the Territory of the other Contracting Party.

10. All the above activities shall be carried out in accordance with the applicable laws and regulations in force in the Territory of the other Contracting Party.

ARTICLE 14 – TRANSFER OF FUNDS

1. Each Contracting Party grants to the Designated Airlines of the other Contracting Party the right to transfer freely the excess of receipts over expenditure earned by such airlines in its Territory in connection with the sale of air transportation, sale of other ancillary products and services as well as commercial interest earned on such revenues (including interest earned on deposits awaiting transfer). Such transfers shall be effected in any convertible currency, in accordance with the foreign exchange regulations of the Contracting Party in the Territory of which the revenue accrued. Such 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, the latter shall have a right to impose reciprocal restrictions on the Designated Airlines of the first Contracting Party.

3. In the event that there exists, a special agreement between the Contracting Parties for the avoidance of double taxation, or in the case where there is a special agreement ruling the transfer of funds between the two Contracting Parties, such agreement shall prevail.

ARTICLE 15 - APPROVAL OF TIMETABLES

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

2. If a Designated Airline wishes to operate ad-hoc flights supplementary to those covered in the approved timetables, it shall obtain prior permission of the Aeronautical Authority of the Contracting Party concerned, who shall give positive and favorable consideration to such request.

ARTICLE 16 – TARIFFS

1. Each Contracting Party shall allow Tariffs to be established by each Designated Airline based upon its commercial considerations in the market place. Neither Contracting Party shall require the Designated Airlines to consult other airlines about the tariffs they charge or propose to charge.

2. Each Contracting Party may require prior filing with its Aeronautical Authorities, of prices to be charged to or from its Territory by Designated Airlines of both Contracting Parties. Such filing by or on behalf of the Designated Airlines may be required by no more than 30 days before the proposed date of effectiveness. In individual cases, filing may be permitted on shorter notice than normally required. If a Contracting Party permits an airline to file a price on short notice, the price shall become effective on the proposed date for traffic originating in the territory of that Contracting Party.

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

4. Intervention by the Contracting Parties shall be limited to:-
   (a) Prevention of Tariffs whose application constitutes anti-competitive behavior which has or is likely to or intended to have the effect of crippling a competitor or excluding a competitor from a route;
   (b) protection of consumers from prices that are unreasonably high or restrictive due to the abuse of a dominant position; and
   (c) Protection of Designated Airlines from prices that are artificially low.

5. If a Contracting Party believes that a price proposed to be charged by a Designated Airline of the other Contracting Party for international air

transportation is inconsistent with considerations set forth in paragraph (4) of this Article, it shall request consultations and notify the other Contracting Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than 30 days after receipt of the request, and the Contracting Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the Contracting Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each Contracting Party shall use its best efforts to put that agreement into effect. Without such mutual agreement to the contrary, the previously existing price shall continue in effect.

ARTICLE 17 - EXCHANGE OF INFORMATION

1. The Aeronautical Authorities of both Contracting Parties shall exchange information, as promptly as possible, concerning the current authorizations extended to their respective Designated Airlines to render service to, through, and from the Territory of the other Contracting Party. This will include copies of current certificates and authorizations for services on proposed routes, together with amendments or exemption orders.

2. The Aeronautical Authorities of either Contracting Party shall supply to the Aeronautical Authorities of the other Contracting Party, at their request, such periodic or other statements of statistics of traffic uplifted from and discharged in the territory of that other Contracting Party as may be reasonably required.

ARTICLE 18 - CONSULTATION

1. In a spirit of close cooperation, the Aeronautical Authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of and satisfactory compliance with, the provisions of this Agreement and either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of this Agreement.

2. Subject to Articles 4, 10 and 12, such consultations, which may be through discussion or correspondence, shall begin within a period of sixty (60) days of the date of receipt of such a request, unless otherwise agreed by both Contracting Parties.

ARTICLE 19 - SETTLEMENT OF DISPUTES

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

2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body for mediation.

3. If the Contracting Parties do not agree to mediation, 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 60 days of receipt of a request for arbitration, each Contracting Party shall appoint one arbitrator. A national of a third State, who shall act as the President of the tribunal, shall be nominated as the third arbitrator by the two appointed arbitrators within 60 days of the appointment of the second;
   b) If within the time limits specified above any appointment has not been made, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to make the necessary appointment within 30 days. If the President is of the same nationality as one of the Contracting Parties, the most senior Vice President who is not disqualified on that same ground shall make the appointment. In such case the arbitrator or arbitrators appointed by the said President or the Vice President as the case may be, shall not be nationals or permanent residents of the States parties to this Agreement.

4. Except as hereinafter provided in this Article or otherwise agreed by the Contracting Parties, the tribunal shall determine the place where the proceedings will be held and the limits of its jurisdiction in accordance with this Agreement. The tribunal shall establish its own procedure. A conference to determine the precise issues to be arbitrated shall be held not later than 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 45 days after the tribunal is fully constituted. Replies shall be due 60 days later. The tribunal shall hold a hearing at the request of either Contracting Party, or at its discretion, within 30 days after replies are due.

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

7. The Contracting Parties may submit requests for clarification of the decision within 15 days after it receives the decision of the tribunal, and such clarification shall be issued

within 15 days of such request.

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

9. Subject to the final decision of the tribunal, the Contracting Parties shall bear the costs of its arbitrator and an equal share of the other costs of the tribunal, including any expenses incurred by the President or Vice President of the Council of the International Civil Aviation Organization in implementing the procedures in paragraph 3(b) of this Article.

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

ARTICLE 20 - AMENDMENT OF AGREEMENT

1. Subject to the provisions of paragraph (2) of this Article, if either Contracting Party considers it desirable to amend any provision of this Agreement, such amendment shall be agreed upon in accordance with the provisions of Article 18 and shall be effected by an Exchange of Diplomatic Notes and will come into effect on a date to be determined by the Contracting Parties, which date shall be dependent upon the completion of the relevant internal ratification process of each Contracting Party.

2. Any amendments to the Annex to this Agreement may be agreed directly between the Aeronautical Authorities of the Contracting Parties. Such amendments shall enter into force from the date they have been agreed upon.

3. This Agreement shall, subject to the necessary changes, be deemed to have been amended by those provisions of any international convention or multilateral agreement which becomes binding on both Contracting Parties.

ARTICLE 21 - REGISTRATION

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

ARTICLE 22 - TERMINATION

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

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

ARTICLE 23 – ENTRY INTO FORCE

This Agreement shall be provisionally made effective from the date of signature and shall enter into force on the day the last written notification is received by diplomatic note confirming that the Contracting Parties have fulfilled all respective internal procedures required for the entry into force of this Agreement.

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

Done at Kigali on this 10th day of March, in the year Two Thousand Seventeen.

FOR THE GOVERNMENT OF THE REPUBLIC OF RWANDA

Dr. Alexis NZAHABWANIMANA
Minister of State in charge of Transport

FOR THE GOVERNMENT OF DEMOCRATIC REPUBLIC OF SAO TOMÉ AND PRINCIPE

Eng. Carlos VILA NOVA
Minister of Infrastructures, Natural Resources and Environment

ANNEX
ROUTE SCHEDULE

Section 1:
Routes to be operated by the Designated Airline(s) of Rwanda.

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points in the Republic of Rwanda	Any Points	Any Points in Democratic Republic of **Sao** Tomé and Principe	Any Points

Section 2:
Routes to be operated by the Designated Airline(s) of **SaoTome and Principe**

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points in Republic of **Sao Tome and Principe**	Any Points	Any Points in the Republic of Rwanda	Any Points

Operation of the Agreed Services

1. The Designated Airline(s) of both Contracting Parties may, on any or all flights and at its option, operate in either or both directions; serve intermediate and beyond points on the routes in any combination and in any order; omit calling at any or all intermediate or beyond point(s); terminate its services in the territory of the other Contracting Party and/or in any point beyond that territory; serve points within the territory of each Contracting Party in any combination; transfer traffic from any aircraft used by them to any other aircraft at any point or points in the route; combine different flight numbers within one aircraft operation; and use owned or leased aircraft.

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

3. Subject to a separate agreement between the aeronautical authorities of both Contracting Parties, the Designated Airline(s) of either Contracting Party may also enjoy the full seventh freedom traffic rights.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 58/2019. ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika Iharanira Demokarasi ya São Tomé na Príncipe ajyanye no Gutwara Abantu n'Ibintu mu Kirere mu Ifasi yazo no hanze yayo, yashyiriweho umukono i Kigali mu Rwanda ku wa 10/03/2017

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Law n° 58/2019 of 25/10/2019 approving the ratification of the Agreement between the Government of the Republic of Rwanda and the Government of the Democratic Republic of São Tomé and Príncipe for Air Services between and beyond their respective territories, signed at Kigali, Rwanda on 10/03/2017

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à la Loi n° 58/2019 du 25/10/2019 approuvant la ratification de l'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Démocratique de São Tomé-et-Príncipe pour les services aériens entre leurs territoires respectifs et au-delà, signé à Kigali au Rwanda le 10/03/2017

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEGEKO N° 59/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA Y'UBWAMI BWA ARABIYA SAWUDITE AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I NAYIROBI MURI KENYA KU WA 13/12/2018

LAW N° 59/2019 OF 25/10/2019 ROVING THE RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE KINGDOM OF SAUDI ARABIA, SIGNED AT NAIROBI, KENYA ON 13/12/2018

LOI N° 59/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU ROYAUME D'ARABIE SAOUDITE, SIGNÉ À NAIROBI AU KENYA LE 13/12/2018

ISHAKIRO

Ingingo ya mbere: Kwemera kwemeza burundu

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

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Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

INTEKO ISHINGA AMATEGEKO YEMEJE NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA

THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA

LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA

INTEKO ISHINGA AMATEGEKO:

THE PARLIAMENT:

LE PARLEMENT:

Umutwe w'Abadepite, mu nama yawo yo ku wa 10 Nzeri 2019;

The Chamber of Deputies, in its session of 10 September 2019;

La Chambre des Députés, en sa séance du 10 septembre 2019;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176;

Imaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma y'Ubwami bwa Arabiya Sawudite

After consideration of the Air Services Agreement between the Government of the Republic of Rwanda and the Government of the

Après examen de l'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du

ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Nayirobi muri Kenya ku wa 13/12/2018;

Kingdom of Saudi Arabia, signed at Nairobi, Kenya on 13/12/2018;

Royaume d'Arabie Saoudite, signé à Nairobi au Kenya le 13/12/2018;

YEMEJE:

ADOPTS:

ADOPTE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma y'Ubwami bwa Arabiya Sawudite ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Nayirobi muri Kenya ku wa 13/12/2018, ari ku mugereka, yemerewe kwemezwa burundu.

Article One: Approval for ratification

The Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Kingdom of Saudi Arabia, signed at Nairobi, Kenya on 13/12/2018, in annex, is approved for ratification.

Article premier: Approbation pour ratification

L'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Royaume d'Arabie Saoudite, signé à Nairobi au Kenya le 13/12/2018, en annexe, est approuvé pour ratification.

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.

Article 2: Drafting, consideration and adoption of this Law

This Law was drafted in English, considered and adopted in Ikinyarwanda.

Article 2: Initiation, examen et adoption de la présente loi

La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Article 3: Commencement

This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda**.**

Article 3: Entrée en vigueur

La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 59/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA Y'UBWAMI BWA ARABIYA SAWUDITE AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I NAYIROBI MURI KENYA KU WA 13/12/2018

ANNEX TO LAW N° 59/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE KINGDOM OF SAUDI ARABIA, SIGNED AT NAIROBI, KENYA ON 13/12/2018

ANNEXE À LA LOI N° 59/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU ROYAUME D'ARABIE SAOUDITE, SIGNÉ À NAIROBI AU KENYA LE 13/12/2018

AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE KINGDOM OF SAUDI ARABIA

PREAMBLE

The Government of the Republic of Rwanda and the Government of the Kingdom of Saudi Arabia (hereinafter, "the Contracting Parties");

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

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 services 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 at the lowest prices that are not discriminatory and do not represent abuse of a dominant position, and wishing to encourage individual airlines to develop and implement innovative and competitive prices; and

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

Have agreed as follows:

ARTICLE 1
DEFINITIONS

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

1. The term "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944 and includes any Annexes and amendments adopted under Articles 90 and 94 of the Convention thereof so far as those Annexes and amendments have become effective for or been ratified by both Contracting Parties.

2. The term "Aeronautical Authorities" means 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 the case of the Government of the Kingdom of Saudi Arabia, the General Authority of Civil Aviation, in both cases, any other person or body authorized to perform any functions presently exercised by the said Aeronautical Authorities;

3. The term "designated airline" means an airline, designated and authorized in accordance with Article 3 (Designation and Authorization) of this Agreement;

4. The term "tariff" means the prices to be paid for the carriage of passengers, cargo and baggage 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;

5. The term "territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention.

6. The terms "air service", "International air service", "airline" and "stop for non-traffic purposes" have the meaning respectively assigned to them in Article 96 of the Convention.

7. The term "Agreement" means this Agreement, its Annexes and any amendments thereto.

8. The term "Schedule" means the Schedule of the routes to operate air transportation services annexed to this Agreement and any amendments thereto as agreed in accordance with the provisions of Article 17 (Consultation and Amendment) of this Agreement.

9. The term "capacity" in relation to "an aircraft" means the payload of that aircraft available on a route or section of a route.

10. The term "spare parts" means articles of a repair or replacement nature for incorporation in an aircraft, including engines.

11. The term "regular equipment" means articles, other than stores and spare parts of a removable nature, for use on board an aircraft during flight, including first aid and survival equipment.

12. The term "facilities and airport Charges" means Charges made to airlines for the provision of aircraft, their crews and passengers of airport and air navigation facilities, including related services and facilities.

13. The term "air transportation" means the public carriage by aircraft of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;

14. The term "domestic air transportation" is air transportation in which passengers, baggage, cargo and mail which are taken on board in a State territory are destined to another point in that same State's territory;

15. The term "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;

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

17. The term "ICAO" means the International Civil Aviation Organization;

18. The term "Code-Share" means cooperative marketing arrangements between two or more designated airlines for conducting operations.

ARTICLE 2
GRANTING OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing and operating scheduled international air services on the routes specified in the Schedule annexed to this Agreement. Such services and routes are hereinafter called "the agreed services" and "the specified routes" respectively.

2. An airline designated by each Contracting Party shall enjoy exercising, whilst operating an agreed service on a specified route, the following rights:

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

   b) to make stops in the said territory for non-traffic purposes; and

   c) to make stops in the said territory at the points specified for that route in the schedule annexed to this Agreement, for the purpose of putting down and taking on international traffic in passengers, cargo, baggage and mail.

3. The exercise of traffic rights in intermediate and beyond points specified in the routes schedule annexed to this Agreement is subject to the negotiation and agreement of the designated airlines of the Contracting Parties and approval of their Competent Authorities.

4. Nothing in paragraphs (1) and (2) of this Article shall be deemed to confer on the airline(s) of one Contracting Party the privilege of taking on, in the territory of the other Contracting Party, passengers, cargo, baggage or mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

ARTICLE 3
DESIGNATION AND AUTHORIZATION

1. Each Contracting Party shall have the right to designate 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, and of application from the designated airline, in the form and manner prescribed for operating authorization, each Contracting Party shall grant the appropriate operating authorization with minimum procedural delay, provided that:

   a) the airline is and remains substantially owned and effectively controlled by nationals of the Contracting Party designating the airline;

   b) the Contracting Party designating the airline is in compliance with the provisions set forth in Article 13 (Air Safety) and Article 14 (Aviation Security); and

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

ARTICLE 4
WITHHOLDING, REVOCATION AND LIMITATION OF AUTHORIZATION

The aeronautical authorities of each Contracting 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 Contracting Party, and to revoke, suspend or impose conditions on such authorizations, temporarily or permanently:

   a) in the event that they are not satisfied that the airline is and remains substantially owned and effectively controlled by nationals of the Contracting Party designating the airline.

   b) in the event of failure of the Contracting Party designating the airline to comply with the provisions set forth in Article 13(Air Safety) and Article 14 (Aviation Security); and

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

ARTICLE 5
FACILITIES AND AIRPORT CHARGES

1. Each Contracting Party shall designate an airport or airports in its territory for the use of the designated airline(s) of the other Contracting Party on specified routes and provide designated airline of the other Contracting Party with communicative, aviation and meteorological facilities and other services necessary for the operation of the agreed services.

2. Neither Contracting Party shall 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 may request consultations on user charges, and any changes imposed on such charges.

ARTICLE 6
EXEMPTION FROM CUSTOMS AND OTHER DUTIES

1. Aircraft of the designated airline(s) of the other Contracting Party operating international services as well as supplies of fuel, lubricating oils, other consumable technical supplies, spare parts, regular equipment and stores retained on board shall, upon arriving in or leaving the territory of the other Contracting Party, be exempted on the basis of reciprocity from customs duties, and taxes inspection fees and other similar duties or charges, provided such equipment and supplies 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 exemption 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, within airport boundaries and, within limits fixed by the authorities of the said Contracting Party, and for use on board outbound an aircraft engaged in an international air service of the other Contracting Party;

   b) Spare parts entered into the territory of either Contracting Party, within airport boundaries and for the maintenance or repair of aircraft used on international air services by the designated airlines of the other Contracting Party;

   c) Fuel and lubricants to supply outbound aircraft operated on international services by the airlines designated by the other Contracting Party, 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.

3. Materials referred to in paragraph 2 above may be placed under the supervision or control of the Customs Authorities up to such time as they may be re-exported or otherwise disposed of in accordance with customs regulations.

4. There shall also be exemption from all customs duties and taxes on a reciprocal basis for official documents bearing the badge of the airline such as luggage tags, air tickets, airway bills, boarding cards, and timetables imported into the territory of either Contracting Party for the exclusive use by the designated airline of the other Contracting Party.

ARTICLE 7
PRINCIPLES GOVERNING OPERATION OF THE AGREED SERVICES

1. The designated airline(s) of the two Contracting Parties shall be afforded fair and equal opportunity in the operation of the agreed services on the specified routes.

2. In operating the agreed services, the designated airline(s) of each Contracting Party shall take into account the interests of the 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 airline(s) of the Contracting Parties 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, cargo, baggage and mail between the territory of the Contracting Party designating the airline and the territory of the other Contracting Party. 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 agreed between the two Contracting Parties since capacity is 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;

   c) The requirements of through airline operation.

4. In order that the designated airline(s) to be afforded fair and equal treatment, the frequency of the services and their capacity, as well as the flight schedules shall be subject to approval by the Aeronautical Authorities of the two Contracting Parties. This requirement should also be met in case of any change concerning the agreed services.

5. The Aeronautical Authorities of the two Contracting Parties should, if necessary, endeavour to reach a satisfactory arrangement regarding flight schedules, capacity and frequencies.

ARTICLE 8
APPROVAL OF TIMETABLES

The designated airline(s) of either Contracting Party shall, not later than sixty (60) days prior to the date of operation of any agreed service(s), submit its proposed time-tables to the Aeronautical Authorities of the other Contracting Party for approval. Such timetables shall include the type of service and aircraft to be used, the flight schedule and any other relevant information. This shall, likewise, apply to any subsequent changes. In special cases this time limit may be reduced subject to the approval of the said Authorities.

ARTICLE 9
SUPPLY OF STATISTICS

The Aeronautical Authorities of either Contracting Party shall supply the Aeronautical Authorities of the other Contracting Party, at their request, with such information and statistics relating to the traffic carried on the agreed services by their designated airlines to and from the territory of the other Contracting Party as may normally be prepared and submitted by the designated airline(s) to its National, Aeronautical Authorities. Such data shall include details on volume, distribution, origin and destination of the traffic. Any additional statistical traffic data which the Aeronautical Authorities of the Contracting Party may desire from the Aeronautical Authorities of the other Contracting Party shall, upon request, be a subject of mutual discussion and agreement between the two Contracting Parties.

ARTICLE 10
APPLICABILITY OF LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party shall apply to the navigation and operation of the aircraft of the airline(s) designated by the other Contracting Party during entry into, stay in and departure from the territory of the first Contracting Party.

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

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

4. Neither Contracting Party may grant any preference to its own airline with regard to the designated airline of the other Contracting Party in the application of the laws and regulations provided for in this Article.

ARTICLE 11
TRANSFER OF EARNINGS

1. Each Contracting Party grants to the designated airline(s) of the other Contracting Party the right of flexible transfer, in accordance with the foreign exchange regulations of the Contracting Party in the territory of which the revenue accrued, in connection with the carriage of passengers, mail and cargo. No charges other than normal bank charges shall be applicable to such transfers.

2. If a Contracting Party imposes restrictions on the transfer of revenue accrued by the designated airline(s) of the other Contracting Party, the latter have the right to impose reciprocal restrictions on the designated airline of that Contracting Party.

ARTICLE 12
RECOGNITION OF CERTIFICATES AND LICENSES

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party and still in force shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services 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. However, each Party reserves the right 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 Contracting Party.

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 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 the International Civil Aviation Organization, the other Contracting Party may request consultations between the aeronautical authorities with a view to clarifying the practice in question.

ARTICLE 13
AIR SAFETY

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

If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards that meet the Standards established at that time pursuant to the Convention, the other Contracting Party shall be informed of such findings and of the steps considered necessary to conform with the ICAO Standards. The other Contracting Party shall then take appropriate corrective action within (13)thirteen days or an agreed time period.

2. Pursuant to Article (16) of the Convention (signed in Chicago in 1944), any aircraft operated, or any aircraft which its ownership does not belong to the designated airlines of either of the Contracting Party in accordance with the designation provision of this agreement and is utilized to conduct air services operation in accordance with the provision of this agreement to and from the territory of the other Contracting Party through leasing arrangements from another air carrier belonging to the state of either Contracting Party or third Contracting Party state, be the subject of a search by the authorized representatives of the other Contracting Party. 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, provided this does not cause unreasonable delay in the operation of the aircraft.

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

4. Any action by one Contracting Party in accordance with paragraph (3) above shall be discontinued once the basis of the taking of that action ceases to exist.

ARTICLE 14
AVIATION SECURITY

1. The Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall, in particular, act in conformity to the provisions of the Convention of 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 supplementary 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, done at Montreal on 1 March 1991, as well as any other convention or protocol relating to civil aviation security 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 to 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 the Contracting Parties; they shall require that

operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity to 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. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

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

ARTICLE 15
AIRLINE COMMERCIAL REPRESENTATION

1. The designated airline(s) of one Contracting Party shall be entitled, in accordance with the laws and regulations relating to entry, residence and employment of the other Contracting Party, to bring in and maintain in the territory of the other Contracting Party those of its own managerial, technical, operational and other specialist staff who are required for the provisions of the present air services.

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

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

   a) each Contracting Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article; and

   b) both Contracting Parties shall facilitate and expedite the requirement of employment authorizations for personnel performing certain temporary duties.

ARTICLE 16
TARIFFS

1. The tariffs to be charged by the designated airline(s) of the Contracting Parties for the agreed services shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of service and the tariffs of the other airlines operating scheduled services over the whole or part of the same routes.

2. The tariffs referred to in paragraph (1) of this Article shall, if possible, be determined on the basis of the forces of supply and demand in the market.

3. The tariffs implemented shall be filed to the Aeronautical Authorities of both Contracting Parties for record keeping purposes and proper reaction against any unfair competitive behavior in the market.

4. If any dispute arises between the designated airline(s) of either of the Contracting Parties due to unfair competitive practice in the market related to tariff implications, it should be settled in accordance with the provisions of Article 33 (Settlement of Disputes) of this Agreement.

5. The Contracting Parties shall endeavor to ensure that active and effective machinery exists within their jurisdictions to investigate violations by any airline, passenger or freight agent, tour organizer, or freight forwarder, of tariffs established in accordance with this Article. They shall furthermore ensure that the violation of such tariffs is punishable by deterrent measures on a consistent and non-discriminatory basis.

ARTICLE 17
CONSULTATION AND AMENDMENT

1. In a spirit of close co-operation, the two Contracting Parties or their Aeronautical Authorities 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 Annexes thereto.

2. If either Contracting Party considers it desirable to amend any of the provisions of this Agreement, it may request consultation with the other Contracting Party. Such consultation shall begin within a period of sixty (60) days from the date of the request. Any amendments so agreed shall come into force when they have been confirmed by an exchange of diplomatic notes following completion of the constitutional or otherwise required procedures.

3. Amendments relating only to the provisions of this Agreement other than those of the annexed Schedules and Memorandum of Understanding shall be approved by each Contracting Party in accordance with its constitutional procedures.

4. Amendments relating only to the provisions of the annexed Schedules and Memorandum of Understanding may be agreed upon between the Aeronautical Authorities of both Contracting Parties. Such amendments will become effective as soon as they are approved by both Aeronautical Authorities.

ARTICLE 18
SECURITY OF TRAVEL DOCUMENTS

1. Each Contracting Party agrees to adopt measures to ensure the security of their passports and other travel documents.

2. In this regard, each Contracting Party agrees to establish controls on the lawful creation, issuance, verification and use of passports and other travel documents and identity documents issued by, or on behalf of, that Contracting Party.

3. Each Contracting Party also agrees to establish or improve procedures to ensure that travel and identity documents issued by it are of such quality that they cannot easily be misused and cannot readily be unlawfully altered, replicated or issued.

4. Pursuant to the objectives above, each Contracting Party shall issue their passports and other travel documents in accordance with ICAO related Documents and Regulations.

5. Each Contracting Party further agrees to exchange operational information regarding forged or counterfeit travel documents, and to cooperate with the other to strengthen resistance to travel document fraud, including the forgery or counterfeiting of travel documents, the use of forged or counterfeit travel documents, the use of valid travel documents by imposters, the misuse of authentic travel documents by rightful holders in furtherance of the commission of an offence, the use of expired or revoked travel documents, and the use of fraudulently obtained travel documents.

ARTICLE 19
INADMISSIBLE AND UNDOCUMENTED PASSENGERS AND DEPORTEES

1. Each Contracting Party agrees to establish effective border controls.

2. In this regard, each Contracting Party agrees to implement the Standards and Recommended Practices of Annex 9 (Facilitation) to the Convention concerning inadmissible and undocumented passengers and deportees in order to enhance cooperation to combat illegal migration.

3. Pursuant to the objectives above, each Contracting Party agrees to issue, or to accept, as the case may be, the letter relating to "fraudulent, falsified or counterfeit travel documents or genuine documents presented by imposters" set out in Appendix 9 (2) to Annex 9 when taking action under relevant paragraphs of Chapter 3 of the Annex regarding the seizure of fraudulent, falsified or counterfeit travel documents.

ARTICLE 20
DIRECT TRANSIT

Passengers, baggage and cargo in direct transit through the territory of any Contracting 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, prevention of illegal entry or in special circumstances. In this regard, baggage and cargo in direct transit shall be exempt from any customs duties.

ARTICLE 21
FAIR COMPETITION

Each Contracting Party agrees:

a) that each designated airline shall have a fair and equal opportunity to compete in providing the international air transportation governed by the agreement; and

b) to take action to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of a designated airline of the other Contracting Party.

ARTICLE 22
SAFEGUARDS

1. The Contracting Parties agree that the following airline practices may be regarded as possible unfair competitive practices that may merit closer examination:

   a) charging fares and rates on routes at levels which are, in the aggregate, insufficient to cover the costs of providing the services to which they relate;

   b) the addition of excessive capacity or frequency of service;

   c) the practices in question are sustained rather than temporary;

   d) the practices in question have a serious negative economic effect on, or cause significant damage to, another airline;

   e) the practices in question reflect an apparent intent or have the probable effect, of crippling, excluding or driving another airline from the market; and

2. If the aeronautical authorities of one Contracting Party consider that an operation or operations intended or conducted by the designated airline of the other Contracting Party may constitute unfair competitive behaviour in accordance with the indicators listed in paragraph 1, they may request consultation in accordance with Article17 (Consultation and Amendment) with a view to resolving the problem. Any such request shall be accompanied by notice of the reasons for the request, and the consultation shall begin within fifteen (15) days of the request.

3. If the Contracting Parties fail to reach a resolution of the problem through consultations, either Contracting Party may invoke the dispute resolution mechanism under Article33 (Settlement of disputes) to resolve the dispute.

ARTICLE 23
COMPETITION LAWS

1. The Contracting Parties shall inform each other 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 Contracting Parties shall, to the extent permitted under their own laws and regulations, assist each other's airlines by providing guidance as to the compatibility of any proposed airline practice with their competition laws, policies and practices.

3. The Contracting 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; the consultation process contained in Article 17 of this Agreement shall, if so requested by either Contracting Party, be used to determine whether such a conflict exists and to seek ways of resolving or minimizing it.

4. In the event agreement is not reached, in implementing competition laws, policies, and practices, each Contracting Party shall give full and sympathetic consideration to the views expressed by the other Contracting Party and shall have regard to international comity, moderation and restraint.

ARTICLE 24
SALE AND MARKETING OF AIR SERVICE PRODUCTS

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

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

ARTICLE 25
CHANGE OF GAUGE

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

   a) Aircraft used beyond the point of change of aircraft shall be scheduled in coincidence with the inbound or outbound aircraft, as the case may be; and

   b) In the case of a change of aircraft in the territory of the other Contracting Party and where more than one aircraft is operated beyond the point of change, not more than one such aircraft may be of equal size and none may be larger than the aircraft used on the third and fourth freedom sector.

2. For the purpose of change of gauge operations, a designated airline may use its own equipment and, subject to national regulations, leased equipment, and may operate under commercial arrangements with another airline.

3. A designated airline may use different or identical flight numbers for the sectors of its change of aircraft operations.

ARTICLE 26
GROUND HANDLING

Subject to applicable safety provisions, including ICAO Standards and Recommended Practices contained in Annex 6, the designated airline may choose from among competing providers of ground handling services.

ARTICLE 27
CODESHARING/ COOPERATIVE ARRANGEMENTS

1. When operating or holding out the agreed services on the specified routes, the designated airline of one Contracting Party, whether as the operating or marketing airline may, subject to the laws or regulations made pursuant to those laws of the Contracting Party designating it, enter into cooperative marketing arrangements, including but not limited to, joint ventures, blocked space or code sharing with:

   a) an airline or airlines of the same Contracting Party; and/or

   b) an airline or airlines of the other Contracting Party; and/or

   c) an airline or airlines of a third country.

2. The entitlements set out in paragraph (1) of this Article may be exercised only where:

   a) all such airlines hold appropriate traffic rights and/or authorizations to operate on the route and segments concerned; and

   b) in respect of any tickets sold, the airline makes it clear to the purchaser at the point of sale that it is a codeshare service, which airline will actually operate each sector of the

service and with which airline or airlines the purchaser is entering into a contractual relationship.

3. The capacity offered by a designated airline as the marketing airline on services operated by other airlines shall not be counted against the capacity entitlements of the Contracting Party designating the marketing airline.

ARTICLE 28
AIRCRAFT LEASING

1. Either Contracting Party may prevent the use of leased aircraft for services under this agreement which does not comply with Articles 13 (Air Safety) and 14 (Aviation Security).

2. Subject to paragraph 1 above, the designated airlines of each Contracting Party may provide services under this agreement by:

   a) using aircraft dry-leased from any [company including] airlines;

   b) using aircraft wet-leased from other airlines of the same Contracting Party;

   c) using aircraft wet-leased from airlines of the other Contracting Party; and

   d) using aircraft wet-leased from airlines of third countries,

provided that all airlines participating in the arrangements listed in b), c) and d) above, hold the appropriate authorization and meet the requirements normally applied to those arrangements.

3. Notwithstanding paragraph 2 d) above, the designated airlines of each Contracting Party may provide services under this agreement by using aircraft wet-leased on a short-term, ad hoc basis from airlines of third countries.

ARTICLE 29
INTERMODAL SERVICES

Each designated airline may employ their own or use others services for the surface transport of passengers and/or air cargo.

ARTICLE 30
COMPUTER RESERVATION SYSTEMS (CRS)

Each Contracting Party shall apply the ICAO Code of Conduct for the Regulation and Operation of Computer Reservation Systems within its territory.

ARTICLE 31
ENVIRONMENTAL PROTECTION

The Contracting Parties support the need to protect the environment by promoting the sustainable development of aviation. The Contracting Parties agree with regard to operations between their respective territories to comply with the ICAO Standards and Recommended Practices (SARPs) of Annex 16 and the existing ICAO policy and guidance on environmental protection.

ARTICLE 32
BAN ON SMOKING

1. Each Contracting Party shall prohibit smoking on all flights carrying passengers between the territories of the Contracting Parties. This prohibition shall apply to all locations within the aircraft and shall be in effect from the time an aircraft commences enplanement of passengers to the time deplanement of passengers is completed.

2. Each Contracting Party shall take all measures that it considers reasonable to secure compliance by its airlines and by their passengers and crew members with the provisions of this Article, including the imposition of appropriate penalties for non-compliance.

ARTICLE 33
SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this agreement and its Annex(es) the Contracting Parties shall in the first place endeavor to settle it by negotiation.

2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for an advisory opinion to some person or body.

3. If the Contracting Parties fail to reach a settlement pursuant to paragraphs (1) and (2) above, either Contracting Party may refer the dispute to an arbitral tribunal of three arbitrators, two of whom to be nominated by the Contracting Parties and one umpire. In case the dispute is referred to arbitration, each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt a notice in respect of reference of the dispute to arbitration and the umpire shall be appointed within a further period of sixty (60) days from the last appointment by the two so nominated. If either Contracting Party fails to nominate its arbitrator within the specified period, or nominated arbitrators fail to agree on the umpire within the said period, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint the arbitrator of failing Contracting Party or the umpire as the case may require. However, the umpire shall be a national of a state having diplomatic relations with both Contracting Parties at the time of the appointment.

4. In the case of the appointment of the umpire by the President of the Council of International Civil Aviation Organization, if the President of the Council of International Civil Aviation Organization is prevented from carrying out the said function or if he is a national of either Contracting Party, the appointment shall be made by the Vice President and if the Vice President is also prevented from carrying out the said function or if he is a national of either Contracting Party, the appointment shall be made by senior member of the Council who is not a national of either Contracting Party.

5. Subject to other provisions agreed by the Contracting Parties, the arbitral tribunal shall determine its procedure and the place of arbitration.

6. The decisions of the arbitral tribunal shall be binding for the Contracting Parties.

7. The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators shall be shared equally by the Contracting Parties, including any expenses incurred by (ICAO) Council.

ARTICLE 34
CONFORMITY TO MULTILATERAL CONVENTIONS OR AGREEMENTS

This Agreement and its Annexes will be amended so as to conform to any multilateral conventions or Agreements, which may become binding upon the Contracting Parties.

ARTICLE 35
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 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 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 36
REGISTRATION WITH ICAO

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

ARTICLE 37
ENTRY INTO FORCE

This Agreement shall enter into force on the date of the last notification through diplomatic notes by either Contracting Party to the other Contracting Party that it has fulfilled the necessary measures in accordance with its laws and regulations for the entry into force of this Agreement.

In witness whereof the undersigned plenipotentiaries being duly authorized by their respective governments, have signed this Agreement. Schedule forms an integral part of this Agreement.

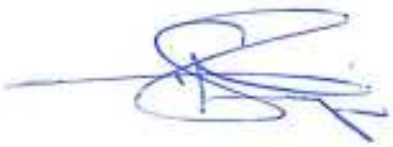
Done at Nairobi on 13th of December 2018 AD, corresponding to 6 Rabi' al-Thani 1440 AH, in two original copies, in the Arabic and English languages, all texts being equally authentic and each Contracting Party retains one original in each language for implementation.

For the Government of the
Republic of Rwanda



Eng Jean de Dieu UWIHANGANYE
Minister of State in charge of Transport

For the Government of the
Kingdom of Saudi Arabia



Dr. Badar bin Saleh Alsagri
Deputy Assistant President of Economic Policies and Air Transport, General Director of International Cooperation

ANNEX-A

Route Schedule

Section (1)

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 in the Republic of Rwanda	Intermediate Points	Points in the Kingdom of Saudi Arabia	Points Beyond
Any points in the Republic of Rwanda	Any Points	Jeddah, Riyadh and Dammam	Any Points

Section (2)

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

Points in the Kingdom of Saudi Arabia	Intermediate Points	Points in the Republic of Rwanda	Points Beyond
Any points in the Kingdom of Saudi Arabia	Any Points	Any Points	Any Points

Section (3): Notes on the routes to be operated by the designated airline(s) of both Contracting Parties.

1. Intermediate points and points beyond on any of the specified routes may, at the option of the designated airline(s), be omitted on any or all flights, provided that any service either begins or terminates in the territory of the Contracting Party designating the airline(s).

2. Each designated airline(s) may serve intermediate points and points beyond specified in the Annex of the present Agreement on condition that fifth freedom traffic rights shall be exercised between these points and the territory of the other Contracting Party, if an agreement to that effect is made between the two Contracting Parties.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 59/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma y'Ubwami bwa Arabiya Sawudite ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Nayirobi muri Kenya ku wa 13/12/2018

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Law n°59/2019 of 25/10/2019 approving the ratification of the Air Services Agreement between the Government of Republic of Rwanda and the Government of the Kingdom of Saudi Arabia, signed at Nairobi, Kenya on 13/12/2018

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à la Loi n° 59/2019 du 25/10/2019. approuvant la ratification de l'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Royaume d'Arabie Saoudite, signé à Nairobi au Kenya le 13/12/2018

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEGEKO N° 60/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA SEYISHELE AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I NAYIROBI MURI KENYA KU WA 13/12/2018

LAW N° 60/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE BILATERAL AIR SERVICE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF SEYCHELLES, SIGNED AT NAIROBI, KENYA ON 13/12/2018

LOI N° 60/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD BILATÉRAL RELATIF AU SERVICE AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DES SEYCHELLES, SIGNÉ À NAIROBI AU KENYA LE 13/12/2018

ISHAKIRO

Ingingo ya mbere: Kwemera kwemeza burundu

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

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ITEGEKO N° 60/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA SEYISHELE AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I NAYIROBI MURI KENYA KU WA 13/12/2018

LAW N° 60/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE BILATERAL AIR SERVICE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF SEYCHELLES, SIGNED AT NAIROBI, KENYA ON 13/12/2018

LOI N° 60/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD BILATÉRAL RELATIF AU SERVICE AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DES SEYCHELLES, SIGNÉ À NAIROBI AU KENYA LE 13/12/2018

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

INTEKO ISHINGA AMATEGEKO YEMEJE NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA

THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA

LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA

INTEKO ISHINGA AMATEGEKO:

Umutwe w'Abadepite, mu nama yawo yo ku wa 10 Nzeri 2019;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;

THE PARLIAMENT:

The Chamber of Deputies, in its session of 10 September 2019;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;

LE PARLEMENT:

La Chambre des Députés, en sa séance du 10 septembre 2019;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176;

Imaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Seyishele ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Nayirobi muri Kenya ku wa 13/12/2018;

YEMEJE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Seyishele ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Nayirobi muri Kenya ku wa 13/12/2018, ari ku mugereka, yemerewe kwemezwa burundu.

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

After consideration of the Bilateral Air Service Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Seychelles, signed at Nairobi, Kenya on 13/12/2018;

ADOPTS:

Article One: Approval for ratification

The Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Seychelles, signed at Nairobi, Kenya on 13/12/2018, in annex, is approved for ratification.

Article 2: Drafting, consideration and adoption of this Law

This Law was drafted in English, considered and adopted in Ikinyarwanda.

Article 3: Commencement

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 bilatéral relatif au service aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République des Seychelles, signé à Nairobi au Kenya le 13/12/2018;

ADOPTE:

Article premier: Approbation pour ratification

L'Accord bilatéral relatif au service aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République des Seychelles, signé à Nairobi au Kenya le 13/12/2018, en annexe, est approuvé pour ratification.

Article 2: Initiation, examen et adoption de la présente loi

La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.

Article 3: Entrée en vigueur

La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 60/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA SEYISHELE AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I NAYIROBI MURI KENYA KU WA 13/12/2018

ANNEX TO LAW N° 60/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE BILATERAL AIR SERVICE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF SEYCHELLES, SIGNED AT NAIROBI, KENYA ON 13/12/2018

ANNEXE À LA LOI N° 60/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD BILATÉRAL RELATIF AU SERVICE AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DES SEYCHELLES, SIGNÉ À NAIROBI AU KENYA LE 13/12/2018

BILATERAL AIR SERVICE AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF THE REPUBLIC OF SEYCHELLES

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BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF SEYCHELLES

Preamble

The Governments of the Republic of Rwanda and the Republic of Seychelles (hereinafter referred to as the Contracting Parties);

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

Being Parties to the Yamoussoukro Decision relating to the implementation of the Yamoussoukro Declaration concerning the liberalisation of access to air transportation markets in Africa on 14 November 1999 as endorsed by the African Union Heads of States in July 2000;

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

Recognizing 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 traveling and shipping public a variety of service options at prices that are not discriminatory and do not represent abuse of dominant position and wishing to encourage individual airlines to develop and implement innovative and competitive prices;

Acknowledging the importance of air transportation as a means of creating and preserving friendship, understanding and co-operation between the peoples of both Contracting Parties; and

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

Have agreed as follows:

ARTICLE 1 DEFINITIONS

1. For the purpose of this Agreement and its Annexes, unless the context otherwise requires:

a) **'Aeronautical Authorities'** means: In case of the Republic of Rwanda, the Minister in charge of Civil Aviation and in the case of the Republic of Seychelles, the Minister 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) **'Agreed Services'** means: regular air services for the transportation of passengers, cargo and mail on the routes specified in the Annex to this agreement;

c) **'Agreement'** means this Agreement, its Annexes and any amendments thereto;

d) **'Aircraft Equipment', 'Aircraft stores'** and **'Spare Parts'** have the meanings assigned to them in Annex 9 to the Convention;

e) **'Air Service', 'International Air Services', 'Airline(s)',** and **'Stop for Non Traffic Purposes'** have the meanings assigned to them in Article 96 of the Convention;

f) **'Air transportation'** means the public carriage by aircraft of passengers, baggage, cargo and mail separately or in combination, for remuneration or hire;

g) **'capacity'** is 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;

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

i) **'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;

k) **'Designated airline'** means an airline which has been designated and authorized in accordance with Article 4 of this Agreement;

l) **'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;

m) **'Schedule services'** means those services operated regularly by designated airline according to schedules published in advance to cover a timetable season;

n) **'Specified route'** means the air route as set forth in the Annex to this Agreement on which the agreed service may be operated;

o) **'Tariff'** means any fare, rate or charge for the carriage of passengers, baggage and/or cargo in air transportation charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;

p) **'Territory'** in relation to a State has the meaning assigned to it in Article 2 of the Convention;

q) **'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

r) **'Yamoussoukro Decision'** means the Decision relating to the implementation of the Yamoussoukro Declaration concerning the Liberalization of Access of Air Transport of 14 November 1999 as endorsed by the African Union Heads of States on 11 July 2000 including the appendices and amendments;

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 (Route Schedule) to this Agreement.

2. Subject to the provisions of this Agreement, the airline(s) designated by 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 at the point(s) on the route(s) specified in the 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 shall be deemed to confer on the designated airline(s) of one Contracting Party the privilege of taking on board, in the territory of the other Contracting Party, passengers, cargo and mail for remuneration and destined for another point in the territory of the other Contracting Party.

4. 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.

ARTICLE 3
DESIGNATION AND AUTHORIZATION

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 in accordance with this Agreement and to withdraw or alter such designation.

2. On receipt of such a designation, and on application from the designated, each Contracting Party shall, grant the appropriate operating authorizations with minimum procedural delay, provided:

   a) the designated airline has its principal place of business and permanent residence in the territory of the designating Contracting Party;

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

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

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

ARTICLE 4
WITHHOLDING, REVOCATION AND LIMITATION OF AUTHORIZATION

1. Each Contracting Party shall have the right to withhold the authorizations referred to in Article 3 of this Agreement with respect to an airline designated by the other Contracting Party, and to revoke, suspend or impose conditions on such authorizations:

   a) in the event that they are not satisfied that designated airline has its principal place of business and permanent residence in the territory of the designating Contracting Party;

   b) in the event that they are not satisfied that the Contracting Party designating the airline has and maintains effective regulatory control of the airline; and

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

2. Unless immediate action is essential to prevent infringement of the laws and regulations referred to above or unless safety or security requires action in accordance with the provisions of Article 6 (Safety) and Article 7 (Security), the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations between the Contracting Parties in conformity with Article 24 (Consultation) of this Agreement.

ARTICLE 5
APPLICATION OF LAWS

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 be applied to aircraft of the designated airline of the other Contracting Party.

2. The laws and regulations of one Contracting 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 designated airline 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(s) over a designated airline of the other Contracting Party engaged in similar international air transportation in the application of its immigration, customs, quarantine and similar regulations.

ARTICLE 6
SAFETY

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

2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 that meet the Standards established at that time pursuant to the Convention, the other Contracting Party shall be notified of such findings and of the steps considered necessary to conform with those Standards. The other Contracting Party shall then 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 application of Article 4 (Revocation) of this Agreement.

3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Contracting Party, on service to or from the territory of another Contracting Party, may, while within the territory of the other Contracting Party be the subject of a search (in this Article called "ramp inspection") by the authorized representatives of the other Contracting 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 shall be to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that of the equipment and the condition of the aircraft conform to the Standards established at that time pursuant to the Convention.

4. If any such ramp inspection or series of ramp inspections referred to in paragraph 3 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. When urgent action is essential to ensure the safety of an airline operation, each Contracting Party reserves the right to immediately suspend or vary the operating authorization of an airline or airlines of the other Contracting Party

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

ARTICLE 7
AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.

2. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the *Convention on Offences and Certain Other Acts Committed on Board Aircraft,* signed at Tokyo on 14 September 1963, the *Convention for the Suppression of Unlawful Seizure of Aircraft,* signed at the Hague on 16 December 1970, the *Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation,* signed at Montreal on 23 September, 1971 and the *Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation done at Montreal on 23 September 1971,* signed at Montreal on 24 February 1988, as well as with any other Convention and Protocol relating to the security of civil aviation which both Contracting Parties adhere to.

3. 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.

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

5. In addition, the Contracting Parties shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions as are applicable to the Contracting Parties.

6. Each Contracting Party agrees that such operators of aircraft may be required to

observe the aviation security provisions referred to in paragraphs 4 and 5 above required by the other Party for entry into, departure from, or while within, the territory of that other Party.

7. Each Contracting Party shall ensure that measures are effectively applied within its territory to protect the aircraft and to security screen passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party also give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

8. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate such incident or threat as rapidly as possible commensurate with minimum risk to life from such incident or threat.

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

10. 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. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request 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 8
RECOGNITION OF CERTIFICATES

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

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 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 the International Civil Aviation Organization, the other Contracting Party may request consultations between the aeronautical authorities with a view to clarifying the practice in question.

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

ARTICLE 9
FAIR COMPETION

1. Each Contracting Party shall allow designated airlines to have a fair and equal opportunity to compete in providing the international air transportation governed by the agreement.

2. Each Contracting Party shall take action to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of a designated airline of the other Contracting Party.

ARTICLE 10
CAPACITY

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

2. Services provided by a designated airline under this Agreement shall retain as their primary objective the provision of capacity and frequency adequate to the traffic demands.

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

4. Consultations between the Contracting Parties shall be arranged whenever one Contracting Party believes that the capacity and frequency being provided under this Agreement are not in accordance with Article 9 (Fair Competition).

ARTICLE 11
APPROVAL OF SCHEDULES

1. The designated airline of each Contracting Party shall submit, for information purposes, its envisaged flight schedules to the Aeronautical Authority of the other Contracting Party thirty (30) days prior to the inauguration of its services, specifying the frequency, the type of aircraft, and period of validity. This requirement shall likewise apply to any modification thereof.

2. If a designated airline wishes to operate ad-hoc flights supplementary to those covered in the submitted schedules, it shall notify the Aeronautical Authority of the Contracting Party concerned at least two working days prior to the operation of such flights.

ARTICLE 12
STATISTICS

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

ARTICLE 13
CODESHARE/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 14
NON-NATIONAL PERSONNEL AND ACCESS TO LOCAL SERVICES

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

2. Such representatives and staff requirements mentioned in paragraph 1 above may, at the option of the designated airline, be satisfied by its own personnel of any nationality or by using the services of any other airline, organization or company operating in the territory of the other Contracting Party and authorized to perform such services for other airlines .

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

   a) each Contracting Party shall, with the minimum procedural delay, grant the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article; and

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

ARTICLE 15
SALE AND MARKETING OF AIR SERVICE PRODUCTS

1. The designated airline 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 transportation.

2. The designated airline of each Contracting Party shall, either directly and at its discretion, through agents, have the right to engage in the sale of air transportation and its ancillary products and facilities in the territory of the other Contracting Party.

3. The designated airline of each Contracting Party shall have the right to sell, and any person shall be free to purchase, such transportation and its ancillary products and facilities in local currency or in any other freely convertible currency.

4. The designated airlines 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 any freely convertible currencies.

ARTICLE 16
GROUND HANDLING

Each designated airline shall be treated on a non-discriminatory basis as regards their access to ground handling services provided by the designated ground handling agents.

ARTICLE 17
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. 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.

ARTICLE 18
CUSTOMS
DUTIES

1. Each Contracting Party shall on the basis of reciprocity exempt a designated airline of the other Contracting 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 and other items such as printed ticket stock, air waybills, any printed material which bears the insignia of the company 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 Contracting 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 one Contracting Party by or on behalf of the designated airline of the other Contracting Party;

   b) retained on board the aircraft of the designated airline of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party; or consumed during flight over that territory;

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

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

3. The regular airborne equipment, as well as the materials, supplies and stores normally retained on board the aircraft used by the designated airline of either Contracting Party may be unloaded in the territory of the other Contracting

Party only with the approval of the customs authorities of that other Contracting Party. In such case, they may be required to be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

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

ARTICLE 19
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, the provisions of the latter shall prevail.

ARTICLE 20
TRANSFER OF FUNDS

Each Contracting Party shall grant to the designated airlines of the other Contracting Party the right to transfer freely the excess of receipts over expenditure earned by such airlines in its territory in connection with the sale of air transportation, sale of other ancillary products and services as well as commercial interest earned on such revenues. 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.

ARTICLE 21
USER CHARGES

1. No Contracting Party shall 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.

2. Each Contracting Party shall encourage consultations between its competent charging authorities and the designated airlines using the services and facilities, 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.

ARTICLE 22
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 (Safety) and Article 7 (Aviation Security) of this Agreement.

2. Subject to paragraph 1, the designated airlines of each Contracting Party may operate services under this Agreement by using dry/wet leased aircraft which meets applicable safety and security requirements. A designated airline shall give sixty (60) days written notification to the Aeronautical Authorities of the other Contracting Party of any leasing of aircraft together with the terms of such arrangements and obtain prior approval of the said Aeronautical Authorities before using any leased aircraft.

ARTICLE 23
INTERMODAL SERVICES

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

ARTICLE 24
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 25
CONSULTATION

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

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

ARTICLE 26
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 their dispute by bilateral negotiations.

2. If the Contracting Parties fail to reach a settlement by negotiation, the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be named by each Contracting Party and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party.

3. Each of the Contracting Parties shall designate an arbitrator within a period of sixty

(60) days from the date of receipt by either Contracting Party from the other Contracting Party of a diplomatic note requesting arbitration of the dispute and the third arbitrator shall be agreed upon within a further period of sixty (60) days.

4. If either of the Contracting Parties fails to designate its own arbitrator within the period of sixty (60) days or if the third arbitrator is not agreed upon within the period indicated, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators.

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

6. The expenses incurred during the arbitration process shall be shared equally between the Contracting Parties.

ARTICLE 27
AMENDMENT OF AGREEMENT

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

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

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

ARTICLE 28
MULTILATERAL CONVENTIONS

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

ARTICLE 29
REGISTRATION

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

ARTICLE 30
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 31
ENTRY INTO FORCE

This Agreement and its Annex shall enter into force provisionally from the date of its signature and definitively upon exchange of notes through diplomatic channels, on the fulfillment of the constitutional requirements for the entry into force of International Agreements in each Contracting Party.

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

Done at Nairobi, Kenya on this day 13th of December, 2018

For the Government of the

Republic Of Rwanda



Eng Jean de Dieu UWIHANGANYE

Minister of State in charge of Transport

For the Government of the Republic of Seychelles



David PIERRE

Ambassador

ANNEX

ROUTE SCHEDULE

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

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Points in Rwanda Any points	Any Points	Points in Seychelles Any points	Any Points

B. Routes to be operated by the designated airline(s) of Seychelles

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points in Seychelles	Any Points	Points in Rwanda Any Points	Any Points

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 60/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Seyishele ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Nayirobi muri Kenya ku wa 13/12/2018

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Law n° 60/2019 of 25/10/2019 approving the ratification of the Bilateral Air Service Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Seychelles, signed at Nairobi, Kenya on 13/12/2018

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à la Loi n° 60/2019. du 25/10/2019 approuvant la ratification de l'Accord bilatéral relatif au service aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République des Seychelles, signé à Nairobi au Kenya le 13/12/2018

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEGEKO N° 61/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA SIERRA LEONE AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I NAYIROBI MURI KENYA KU WA 12/12/2018

LAW N° 61/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF BILATERAL AIR SERVICE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE, SIGNED AT NAIROBI, KENYA ON 12/12/2018

LOI N° 61/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD BILATÉRAL RELATIF AU SERVICE AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE SIERRA LEONE, SIGNÉ À NAIROBI AU KENYA LE 12/12/2018

ISHAKIRO

Ingingo ya mbere: Kwemera kwemeza burundu

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

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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 10 Nzeri 2019;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;

Imaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Sierra Leone ajyanye no Gutwara

LAW N° 61/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF BILATERAL AIR SERVICE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE, SIGNED AT NAIROBI, KENYA ON 12/12/2018

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 session of 10 September 2019;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;

After consideration of the Bilateral Air Service Agreement between the Government of the Republic of Rwanda and the

LOI N° 61/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD BILATÉRAL RELATIF AU SERVICE AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE SIERRA LEONE, SIGNÉ À NAIROBI AU KENYA LE 12/12/2018

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 10 septembre 2019;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176;

Après examen de l'Accord bilatéral relatif au service aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de

Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Nayirobi muri Kenya ku wa 12/12/2018;

YEMEJE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Sierra Leone ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Nayirobi muri Kenya ku wa 12/12/2018, ari ku mugereka, yemerewe kwemezwa burundu.

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Government of the Republic of Sierra Leone, signed at Nairobi, Kenya on 12/12/2018;

ADOPTS:

Article One: Approval for ratification

The Bilateral Air Service Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Sierra Leone, signed at Nairobi, Kenya on 12/12/2018, in annex, is approved for ratification.

Article 2: Drafting, consideration and adoption of this Law

This Law was drafted in English, considered and adopted in Ikinyarwanda.

Article 3: Commencement

This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda**.**

Sierra Leone, signé à Nairobi au Kenya le 12/12/2018;

ADOPTE:

Article premier: Approbation pour ratification

L'Accord bilatéral relatif au service aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Sierra Leone, signé à Nairobi au Kenya le 12/12/2018, en annexe, est approuvé pour ratification.

Article 2: Initiation, examen et adoption de la présente loi

La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.

Article 3: Entrée en vigueur

La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 61/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA SIERRA LEONE AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I NAYIROBI MURI KENYA KU WA 12/12/2018

ANNEX TO LAW N° 61/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE BILATERAL AIR SERVICE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE, SIGNED AT NAIROBI, KENYA ON 12/12/2018

ANNEXE À LA LOI N° 61/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD BILATÉRAL RELATIF AU SERVICE AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE SIERRA LEONE, SIGNÉ À NAIROBI AU KENYA LE 12/12/2018

BILATERAL AIR SERVICE AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE

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Article 4 Withholding, revocation and limitation of authorization
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BILATERAL AIR SERVICES AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE

Preamble

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

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

Being Parties to the Yamoussoukro Decision relating to the implementation of the Yamoussoukro Declaration concerning the liberalisation of Access to Air Transportation markets in Africa on 14 November 1999 as endorsed by the African Union Heads of States in July 2000;

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

Recognizing 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 traveling and shipping public a variety of service options at prices that are not discriminatory and do not represent abuse of dominant position and wishing to encourage individual airlines to develop and implement innovative and competitive prices;

Acknowledging the importance of air transportation as a means of creating and preserving friendship, understanding and co-operation between the peoples of both Contracting Parties; and

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

Have agreed as follows:

ARTICLE 1
DEFINITIONS

1. For the purpose of this Agreement and its Annexes, unless the context otherwise requires:

a) **'Aeronautical Authorities'** means: In case of the Republic of Rwanda, the Minister responsible for Civil Aviation and in case of the Sierra Leone, the Civil Aviation Authority, or in both cases any other authority or person empowered to perform the functions now exercised by the said authorities;

b) **'Agreed Services'** means: regular air services for the transportation of passengers, cargo and mail on the routes specified in the Annex to this agreement;

c) **'Agreed Services'** means regular air services for the transportation of passengers, cargo and mail on the routes specified in the Annex to this agreement;

d) **'Agreement'** means this Agreement, its Annexes and any amendments thereto;

e) **'Aircraft Equipment', 'Aircraft stores'** and **'Spare Parts'** have the meanings assigned to them in Annex 9 to the Convention;

f) **'Air Service', 'International Air Services', 'Airline(s)',** and **'Stop for Non Traffic Purposes'** have the meanings assigned to them in Article 96 of the Convention;

g) **'Air transportation'** means the public carriage by aircraft of passengers, baggage, cargo and mail separately or in combination, for remuneration or hire;

h) **'capacity'** is 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;

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

j) **'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;

k) **'Designated airline'** means an airline which has been designated and authorized in accordance with Article 4 of this Agreement;

l) **'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;

m) **'Schedule services'** means those services operated regularly by designated airline according to schedules published in advance to cover a timetable season;

n) **'Specified route'** means the air route as set forth in the Annex to this Agreement on which the agreed service may be operated;

o) **'Tariff'** means any fare, rate or charge for the carriage of passengers, baggage and/or cargo in air transportation charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;

p) **'Territory'** in relation to a State has the meaning assigned to it in Article 2 of the Convention;

q) **'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

r) **'Yamoussoukro Decision'** means the Decision relating to the implementation of the Yamoussoukro Declaration concerning the Liberalization of Access of Air Transport of 14 November 1999 as endorsed by the African Union Heads of States on 11 July 2000 including the appendices and amendments;

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 (Route Schedule) to this Agreement.

2. Subject to the provisions of this Agreement, the airline(s) designated by 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 at the point(s) on the route(s) specified in the 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 shall be deemed to confer on the designated airline(s) of one Contracting Party the privilege of taking on board, in the territory of the other Contracting Party, passengers, cargo and mail for remuneration and destined for another point in the territory of the other Contracting Party.

4. 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.

ARTICLE 3
DESIGNATION AND AUTHORIZATION

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 in accordance with this Agreement and to withdraw or alter such designation.

2. On receipt of such a designation, and on application from the designated, each Contracting Party shall, grant the appropriate operating authorizations with minimum procedural delay, provided:

   a) the designated airline has its principal place of business and permanent residence in the territory of the designating Contracting Party;

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

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

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

ARTICLE 4
WITHHOLDING, REVOCATION AND LIMITATION OF AUTHORIZATION

1. Each Contracting Party shall have the right to withhold the authorizations referred to in Article 3 of this Agreement with respect to an airline designated by the other Contracting Party, and to revoke, suspend or impose conditions on such authorizations:

   a) in the event that they are not satisfied that designated airline has its principal place of business and permanent residence in the territory of the designating Contracting Party;

   b) in the event that they are not satisfied that the Contracting Party designating the airline has and maintains effective regulatory control of the airline; and

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

2. Unless immediate action is essential to prevent infringement of the laws and regulations referred to above or unless safety or security requires action in accordance with the provisions of Article 6 (Safety) and Article 7 (Security), the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations between the Contracting Parties in conformity with Article 24 (Consultation) of this Agreement.

ARTICLE 5
APPLICATION OF LAWS

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 be applied to aircraft of the designated airline of the other Contracting Party.

2. The laws and regulations of one Contracting 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 designated airline 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(s) over a designated airline of the other Contracting Party engaged in similar international air transportation in the application of its immigration, customs, quarantine and similar regulations.

ARTICLE 6
SAFETY

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

2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 that meet the Standards established at that time pursuant to the Convention, the other Contracting Party shall be notified of such findings and of the steps considered necessary to conform with those Standards. The other Contracting Party shall then 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.

3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Contracting Party, on service to or from the territory of another Contracting Party, may, while within the territory of the other Contracting Party be the subject of a search (in this Article called "ramp inspection") by the authorized representatives of the other Contracting 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 shall be to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that of the equipment and the condition of the aircraft conform to the Standards established at that time pursuant to the Convention.

4. If any such ramp inspection or series of ramp inspections referred to in paragraph 3 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 purpposes 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. When urgent action is essential to ensure the safety of an airline operation, each Contracting Party reserves the right to immediately suspend or vary the operating authorization of an airline or airlines of the other Contracting Party

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

ARTICLE 7
AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.

2. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the *Convention on Offences and Certain Other Acts Committed on Board Aircraft*, signed at Tokyo on 14 September 1963, the *Convention for the Suppression of Unlawful Seizure of Aircraft*, signed at the Hague on 16 December 1970, the *Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation*, signed at Montreal on 23 September, 1971 and the *Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation done at Montreal on 23 September 1971*, signed at Montreal on 24 February 1988, as well as with any other Convention and Protocol relating to the security of civil aviation which both Contracting Parties adhere to.

3. 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.

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

5. In addition, the Contracting Parties shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions as are applicable to the Contracting Parties.

6. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraphs 4 and 5 above required by the other Party for entry into, departure from, or while within, the territory of that other Party.

7. Each Contracting Party shall ensure that measures are effectively applied within its territory to protect the aircraft and to security screen passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party also give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

8. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate such incident or threat as rapidly as possible commensurate with minimum risk to life from such incident or threat.

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

10. 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. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request 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 8
RECOGNITION OF CERTIFICATES

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

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 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 the International Civil Aviation Organization, the other Contracting Party may request consultations between the aeronautical authorities with a view to clarifying the practice in question.

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

ARTICLE 9
FAIR COMPETITION

1. Each Contracting Party shall allow designated airlines to have a fair and equal opportunity to compete in providing the international air transportation governed by the agreement.

2. Each Contracting Party shall take action to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of a designated airline of the other Contracting Party.

ARTICLE 10
CAPACITY

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

2. Services provided by a designated airline under this Agreement shall retain as their primary objective the provision of capacity and frequency adequate to the traffic demands.

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

4. Consultations between the Contracting Parties shall be arranged whenever one Contracting Party believes that the capacity and frequency being provided under this Agreement are not in accordance with Article 9 (Fair Competition).

ARTICLE 11
APPROVAL OF SCHEDULES

1. The designated airline of each Contracting Party shall submit, for information purposes, its envisaged flight schedules to the Aeronautical Authority of the other Contracting Party forty-five (45) days prior to the inauguration of its services, specifying the frequency, the type of aircraft, and period of validity. This requirement shall likewise apply to any modification thereof.

2. If a designated airline wishes to operate ad-hoc flights supplementary to those covered in the submitted schedules, it shall notify the Aeronautical Authority of the Contracting Party concerned at least two working days prior to the operation of such flights.

ARTICLE 12
STATISTICS

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

ARTICLE 13
CODESHARE/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 14
NON-NATIONAL PERSONNEL AND ACCESS TO LOCAL SERVICES

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

2. Such representatives and staff requirements mentioned in paragraph 2 above may, at the option of the designated airline, be satisfied by its own personnel of any nationality or by using the services of any other airline, organization or company operating in the territory of the other Contracting Party and authorized to perform such services for other airlines.

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

   a) each Contracting Party shall, with the minimum procedural delay, grant the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article; and

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

ARTICLE 15
SALE AND MARKETING OF AIR SERVICE PRODUCTS

1. The designated airline 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 transportation.

2. The designated airline of each Contracting Party shall, either directly and at its discretion, through agents, have the right to engage in the sale of air transportation and its ancillary products and facilities in the territory of the other Contracting Party.

3. The designated airline of each Contracting Party shall have the right to sell, and any person shall be free to purchase, such transportation and its ancillary products and facilities in local currency or in any other freely convertible currency.

4. The designated airlines 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 any freely convertible currencies.

ARTICLE 16
GROUND HANDLING

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

ARTICLE 17
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. 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.

ARTICLE 18
CUSTOMS DUTIES

1. Each Contracting Party shall on the basis of reciprocity exempt a designated airline of the other Contracting 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 and other items such as printed ticket stock, air waybills, any printed material which bears the insignia of the company 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 Contracting 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 one Contracting Party by or on behalf of the designated airline of the other Contracting Party;

   b) retained on board the aircraft of the designated airline of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party; or consumed during flight over that territory;

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

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

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

regulations.

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

Article 19
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, the provisions of the latter shall prevail.

ARTICLE 20
TRANSFER OF FUNDS

1. Each Contracting Party shall grant to the designated airlines of the other Contracting Party the right to transfer freely the excess of receipts over expenditure earned by such airlines in its territory in connection with the sale of air transportation, sale of other ancillary products and services as well as commercial interest earned on such revenues. 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.

ARTICLE 21
USER CHARGES

1. No Contracting Party shall 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.

2. Each Contracting Party shall encourage consultations between its competent charging authorities and the designated airlines using the services and facilities, where practicable through those airlines' representative organisations. 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.

ARTICLE 22
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 (Safety) and Article 7 (Aviation Security) of this Agreement.

2. Subject to paragraph 1, the designated airlines of each Contracting Party may operate services under this Agreement by using dry/wet leased aircraft which meets applicable safety and security requirements.

ARTICLE 23
INTERMODAL SERVICES

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

ARTICLE 24
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 25
CONSULTATION

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

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

ARTICLE 26
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 their dispute by bilateral negotiations.

2. If the Contracting Parties fail to reach a settlement by negotiation, the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be named by each Contracting Party and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party.

3. Each of the Contracting Parties shall designate an arbitrator within a period of sixty

(60) days from the date of receipt by either Contracting Party from the other Contracting Party of a diplomatic note requesting arbitration of the dispute and the third arbitrator shall be agreed upon within a further period of sixty (60) days.

4. If either of the Contracting Parties fails to designate its own arbitrator within the period of sixty (60) days or if the third arbitrator is not agreed upon within the period indicated, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators.

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

ARTICLE 27
AMENDMENT OF AGREEMENT

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

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

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

ARTICLE 28
MULTILATERAL CONVENTIONS

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

ARTICLE 29
REGISTRATION

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

ARTICLE 30
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 31
ENTRY INTO FORCE

1. This Agreement shall enter into force one month from the date on which the Contracting Parties have notified each other that the national requirements for such entry into force have been fulfilled. The relevant date shall be the day on which the last notification is received.

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

Done at Nairobi on this 12th day of December 2018

FOR THE GOVERNMENT OF THE REPUBLIC OF RWANDA

Eng Jean de Dieu UWIHANGANYE
Minister of State in charge of Transport

FOR THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE

Hon Kabeneh Kallen
Minister of Transport and Aviation

ANNEX

ROUTE SCHEDULE

Section 1

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

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Points in Rwanda Any points	Any Points	Points in Sierra Leone Any points	Any Points

B. Routes to be operated by the designated airline(s) of Sierra Leone

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Points in Sierra Leone Any Points	Any Points	Points in Rwanda Any Points	Any Points

Section 2

Operational flexibility

The designated airlines of either Contracting Party may, 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 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; and

e) transfer traffic (including codesharing operations) 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 any right to carry traffic otherwise permissible under the present Agreement; provided that (with the exception of all-cargo services) the service serves a point in the territory of the Contracting Party designating the airlines.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 61/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Sierra Leone ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Nayirobi muri Kenya ku wa 12/12/2018

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Law n° 61/2019. of 25/10/2019 approving the ratification of the Bilateral Air Service Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Sierra Leone, signed at Nairobi, Kenya on 12/12/2018

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à la Loi n° 61/2019 du 25/10/2019 approuvant la ratification de l'Accord bilatéral relatif au service aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Sierra Leone, signé à Nairobi au Kenya le 12/12/2018

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEGEKO N° 62/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA SINGAPORE AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 14/06/2018

LAW N° 62/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE, SIGNED IN KIGALI, RWANDA ON 14/06/2018

LOI N° 62/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD BILATÉRAL RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE SINGAPOUR, SIGNÉ A KIGALI AU RWANDA LE 14/06/2018

ISHAKIRO

Ingingo ya mbere: Kwemera kwemeza burundu

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

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ITEGEKO N° 62/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA SINGAPORE AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 14/06/2018

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 10 Nzeri 2019;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;

Imaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Singapore ajyanye no Gutwara Abantu n'Ibintu mu Kirere,

LAW N° 62/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE, SIGNED IN KIGALI, RWANDA ON 14/06/2018

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 session of 10 September 2019;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;

After consideration of the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the

LOI N° 62/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD BILATÉRAL RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE SINGAPOUR, SIGNÉ A KIGALI AU RWANDA LE 14/06/2018

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 10 septembre 2019;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176;

Après examen de l'Accord bilatéral relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de

yashyiriweho umukono i Kigali mu Rwanda ku wa 14/06/2018;

YEMEJE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Singapore ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Kigali mu Rwanda ku wa 14/06/2018, ari ku mugereka w'iri tegeko, yemerewe kwemezwa burundu.

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Government of the Republic of Singapore, signed in Kigali, Rwanda on 14/06/2018;

ADOPTS:

Article One: Approval for ratification

The Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Singapore, signed in Kigali, Rwanda on 14/06/2018, annexed to this Law, is approved for ratification.

Article 2: Drafting, consideration and adoption of this Law

This Law was drafted in English, considered and adopted in Ikinyarwanda.

Article 3: Commencement

This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

la République de Singapour, signé à Kigali au Rwanda le 14/06/2018;

ADOPTE:

Article premier: Approbation pour ratification

L'Accord bilatéral relatifs aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Singapour, signé à Kigali au Rwanda le 14/06/2018, annexé à la présente loi, est approuvé pour ratification.

Article 2: Initiation, examen et adoption de la présente loi

La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.

Article 3: Entrée en vigueur

La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 62/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA SINGAPORE AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 14/06/2018

ANNEX TO LAW N° 62/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE, SIGNED IN KIGALI, RWANDA ON 14/06/2018

ANNEXE À LA LOI N° 62/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD BILATÉRAL RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE SINGAPOUR, SIGNÉ À KIGALI AU RWANDA LE 14/06/2018

BILATERAL AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE

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PREAMBLE

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

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

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

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

Desiring to facilitate the expansion of international air transport opportunities;

HAVE AGREED AS FOLLOWS:

ARTICLE 1: DEFINITIONS

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

a) "aeronautical authorities" means in the case of Rwanda , the Ministry of Infrastructure, and the Rwanda Civil Aviation Authority and in the case of Singapore, the Minister for Transport, and the Civil Aviation Authority of Singapore, 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;

b) "agreed services" means scheduled international air services between and beyond the respective territories of Rwanda and Singapore for the transport of passengers, baggage and cargo, separately or in any combination;

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

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

e) "capacity" is the amount(s) of services provided under this Agreement, usually measured in the number of flights (frequencies) or seats or tonnes of cargo offered in a market (city pair, or country to country) or on a route during a specific period, such as daily, weekly, seasonally or annually;

f) "cargo" includes mail;

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

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

i) "tariffs" means the prices which the designated airlines charge for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including the commissions paid to agencies and other auxiliary services, but excluding remuneration and conditions for carriage of mail;

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

k) "user charges" means charges made to airlines by the competent authorities or permitted by them to be made for the provision of

airport facilities, property and/or of air navigation facilities, including related services and facilities for aircraft, their crews, passengers, baggage and cargo;

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

(3) In implementing this Agreement, the Contracting Parties shall act in conformity with the provisions of the Convention insofar as those provisions are applicable to international air services.

ARTICLE 2: GRANT OF RIGHTS

(1) Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement to enable its designated airlines to establish and operate agreed services.

(2) The designated airlines of each Contracting Party shall enjoy the following rights:

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

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

c) the right to make stops in the territory of the other Contracting Party, for the purpose of taking on and/or discharging international traffic in passengers, baggage and cargo, separately or in any combination, while operating the agreed services in the route schedule annexed to this Agreement; and

d) the rights otherwise specified in this Agreement.

(3) Additionally, the airline(s) of each Contracting Party, other than those designated under Article 3 (Designation and Authorisation) of this Agreement, shall also enjoy the rights specified in subparagraphs 2(a) and 2(b) of this Article.

(4) Nothing in this Article shall be deemed to confer on any designated airlines of either Contracting Party the privilege of taking on, in the territory of the other Contracting Party, passengers, baggage and cargo carried for remuneration or hire and destined for another point within the territory of that other Contracting Party.

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

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

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

ARTICLE 3: DESIGNATION AND AUTHORISATION

(1) The aeronautical authorities of each Contracting Party shall have the right to designate one or more airline(s) for the purpose of operating the agreed services and to withdraw or alter the designation of any such airline or to substitute another airline for one previously designated. Such designations and any changes thereto shall be made in writing by the aeronautical authorities of the Contracting Party having designated the airline to the aeronautical authorities of the other Contracting Party.

(2) On receipt of a notice of designation, substitution or alteration thereto, and on application from the designated airline in the form and manner prescribed, the other Contracting Party shall, grant the appropriate operating authorisations with minimum procedural delay, provided:

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

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

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

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

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

ARTICLE 4: 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) the aeronautical authorities are not satisfied that the incorporation and principal place of business of the airline are in the territory of the Contracting Party designating the airline; or

b) the aeronautical authorities are not satisfied that the Contracting Party designating the airline has and maintains effective regulatory control of the airline; or

c) the airline is not qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Contracting Party receiving the designation; or

d) the other Contracting Party designating the airline is not maintaining and administering the standards as set forth in

Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement; or

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

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

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

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

ARTICLE 5: APPLICATION OF LAWS

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

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

(3) Neither Contracting Party may grant any preference to its own or any

other airline(s) over the designated airline(s) of the other Contracting Party in the application of the laws and regulations provided for in this Article.

(4) Passengers, baggage and cargo in direct transit across the territory of each Contracting Party and not leaving areas of the airport reserved for such purpose shall, except in respect of security measures against violence, air piracy, narcotics control be subject to no more than a simplified control. Such baggage and cargo in direct transit shall be exempt from customs duties, excise taxes and other similar national and/or local fees and charges.

ARTICLE 6: AVIATION SAFETY

(1) Each Contracting Party may request consultations at any time concerning safety standards maintained by the other Contracting Party relating to aeronautical facilities, flight crew, aircraft and operation of the designated airlines. Such consultations shall take place within 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 (Witholding, 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 *Montreal Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation*, signed at Montreal on 24 February 1988, *the Convention on the Marking of Plastic Explosives for the Purpose of Detection*, signed at Montreal on 1 March 1991, and any other convention and protocol relating to the security of civil aviation which both Contracting Parties adhere to.

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

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

Contracting Parties.

(6) In addition, the Contracting Parties shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions as are applicable to the Contracting Parties.

(7) Each Contracting Party agrees that its operators of aircraft referred to in paragraph (6) of this Article may be required to observe the aviation security provisions referred to in paragraph (4) of this Article applied by the other Contracting Party for entry into, departure from, or while within the territory of that other Contracting Party.

(8) Each Contracting Party shall ensure that measures are effectively applied within its territory to protect the aircraft and to security screen their passengers, crew and carry-on items and to carry out appropriate security checks on baggage, cargo and aircraft stores prior to boarding or loading. Each Contracting Party also agrees to give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

(9) When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate such incident or threat as rapidly as possible commensurate with minimum risk to life from such incident or threat.

(10) When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the aeronautical authorities of the first Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for the application of paragraph (1) of Article 4 (Withholding, Revocation, Suspension and Limitation of Operating 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 airlines of the other Contracting Party, a first refusal requirement, uplift ratio, no objection fee or any other requirement with respect to capacity, frequencies or traffic which would be inconsistent with the purposes of this Agreement.

ARTICLE 10: APPROVAL OF SCHEDULES

(1) The designated airlines of each Contracting Party shall submit for approval to the aeronautical authorities of the other Contracting Party thirty (30) days prior to the inauguration of its international air services, the schedule of intended services, specifying the frequency, the type of aircraft, and period of validity. This requirement shall likewise apply to any modification thereof.

(2) If a designated airline of a Contracting Party wishes to operate ad-hoc flights supplementary to those covered in the approved schedules, it shall obtain prior permission of the aeronautical authorities of the Contracting Party concerned, which shall give positive and favorable consideration to such request.

ARTICLE 11: STATISTICS

(1) The aeronautical authorities of each Contracting Party shall provide or

cause its designated airlines to provide to the aeronautical authorities of the other Contracting Party, at their request, statistics relating to the traffic uplifted from and discharged in the territory of that other Contracting Party as may be reasonably required.

ARTICLE 12: COOPERATIVE MARKETING ARRANGEMENTS

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

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

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

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

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

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

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

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

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

ARTICLE 13: COMMERCIAL ACTIVITIES

(1) The designated airlines of each Contracting Party shall have the right to establish in the territory of the other Contracting Party offices for the purpose of selling and marketing international air services as well as for other ancillary products and facilities required for the provision of air services.

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

(3) Such representatives and staff requirements mentioned in paragraph 2 of this Article may, at the option of the designated airline, be satisfied by its own personnel of any nationality or by using the services of any other airline, organisation or company operating in the territory of the other Contracting Party and authorised to perform such services in the territory of such other Contracting Party.

(4) The designated airlines of each Contracting Party shall, either directly and at their discretion, through agents, have the right to engage in the sale of air services and its ancillary products and facilities in the territory of the other Contracting Party.

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

(6) The designated airline of each Contracting Party shall have the right to pay for local expenses in the territory of the other Contracting Party in local currency or provided that this is in accordance with local currency regulations, in any freely convertible currencies.

(7) Each designated airline shall have the right to provide their own ground handling services in the territory of the other Contracting Party or

otherwise to contract these services out, in full or in part, at its option, with any of the suppliers authorised for the provision of such services. Where the laws and regulations applicable to ground handling in the territory of one Contracting Party do not allow self-handling or limit the freedom to contract these services out, each designated airline shall be treated on a non-discriminatory basis as regards their access to ground handling services provided by a supplier or suppliers.

ARTICLE 14: TARIFFS

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

a) prevention of tariffs whose application constitutes anti-competitive behavior which has or is likely to or intended to have the effect of crippling a competitor or excluding a competitor from a route;

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

c) protection of designated airlines from tariffs that are artificially low.

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

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

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

ARTICLE 15: CUSTOMS DUTIES AND OTHER CHARGES

(1) Each Contracting Party shall on the basis of reciprocity exempt the designated airlines of the other Contracting Party to the fullest extent possible under its national law from import restrictions, custom duties, direct or indirect taxes, inspection fees and all other national and/or local duties and charges on aircraft as well as their regular equipment, fuel, lubricants, maintenance equipment, aircraft tools, consumable technical supplies, spare parts including engines, aircraft stores including but not limited to such items as food, beverages, liquor, tobacco and other products for sale to or use by passengers during flight and other items intended for or used solely in connection with the operation or servicing of aircraft used by such designated airlines, as well as printed ticket stock, airway bills, staff uniforms, computers and ticket printers used by the designated airlines for reservations and ticketing, any printed material which bears the insignia of the designated airline printed thereon and usual publicity and promotional materials distributed free of charge by such designated airlines.

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

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

b) retained on board the aircraft of a designated airline of one Contracting Party upon arriving in and until leaving the territory of the other Contracting Party and/or consumed during flight over that territory; or

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

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

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

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

ARTICLE 16: USER CHARGES

(1) Each Contracting Party shall use its best efforts to ensure that the user charges imposed or permitted to be imposed by its competent charging bodies on the designated airlines of the other Contracting Party for the use of airports and other aviation facilities are just and reasonable. These charges shall be based on sound economic principles and shall not be higher than those paid by other airlines for such services.

(2) Neither Contracting Party shall give preference, with respect to user charges, to its own or to any other airline(s) engaged in similar international air services and shall not impose or permit to be imposed, on the designated airline(s) of the other Contracting Party user charges higher than those imposed on its own designated airline(s) operating

similar international air services using similar aircraft and associated facilities and services.

(3) Each Contracting Party shall encourage consultations between its competent charging bodies and the designated airlines using the services and facilities, where practicable through those airlines' representative organisations. Each Contracting Party shall encourage the competent charging bodies to provide users with reasonable notice whenever possible of any proposal for changes in user charges together with relevant supporting information and data, to enable users to express their views before the charges are revised.

ARTICLE 17: TRANSFER OF FUNDS

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

(2) If a Contracting Party imposes restrictions on the transfer of excess of receipts over expenditure by the designated airlines of the other Contracting Party, that other Contracting Party shall have a right to impose reciprocal restrictions on the designated airlines of the first Contracting Party.

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

ARTICLE 18: LEASING

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

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

ARTICLE 19: INTERMODAL SERVICES

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

ARTICLE 20: EXCHANGE OF INFORMATION

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

ARTICLE 21: CONSULTATIONS

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

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

otherwise agreed by both Contracting Parties.

ARTICLE 22: AMENDMENT OF AGREEMENT

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

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

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

(4) This Agreement shall, subject to the necessary changes, be deemed to have been amended by those provisions of any international convention or multilateral agreement which becomes binding on both Contracting Parties.

ARTICLE 23: SETTLEMENT OF DISPUTES

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

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

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

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

b) If within the time limits specified in subparagraph 3(a) of this Article, any appointment has not been made, either Contracting Party may, in writing, request the President of the Council of the International Civil Aviation Organization to make the necessary appointment within thirty (30) days. If the President is of the same nationality as one of the Contracting Parties, the most senior Vice President who is not disqualified on that same ground shall make the appointment. In such case the arbitrator or arbitrators appointed by the said President or the Vice President as the case may be, shall not be nationals or permanent residents of the Contracting Parties to this Agreement.

(4) Except as hereinafter provided in this Article or otherwise agreed by the Contracting Parties, the tribunal shall determine the place where the proceedings will be held and the limits of its jurisdiction in accordance with this Agreement. The tribunal shall establish its own procedure. At the direction of the tribunal, or at the written request of either of the Contracting Parties, a conference to determine the precise issues to be arbitrated shall be held not later than thirty (30) days after the tribunal is fully constituted.

(5) Except as otherwise agreed by the Contracting Parties or prescribed by the tribunal, each Contracting Party shall submit a memorandum within forty-five (45) days after the tribunal is fully constituted. Replies shall be due sixty (60) days later. The tribunal shall hold a hearing at the request of either Contracting Party, or at its discretion, within thirty (30) days after replies are due.

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

(7) The Contracting Parties may submit written requests for clarification of the decision within fifteen (15) days after they receive the decision of the tribunal, and such clarification shall be issued within fifteen (15) days of such request.

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

(9) Subject to the final decision of the tribunal, each of the Contracting Parties shall bear the costs of its arbitrator and an equal share of the other costs of the tribunal, including any expenses incurred by the President or Vice President of the Council of the International Civil Aviation Organization in implementing the procedures in subparagraph 3(b) of this Article.

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

ARTICLE 24: REGISTRATION

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

ARTICLE 25: TERMINATION

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

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

Civil Aviation Organization.

ARTICLE 26: ENTRY INTO FORCE

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

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

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

Done at Rwanda on this 14th day of June of the year 2018

FOR THE GOVERNMENT OF THE REPUBLIC OF RWANDA

.....

Hon. Eng. Jean de Dieu UWIHANGANYE
Minister of State in Charge of Transport,
Ministry of Infrastructure

FOR THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE

.....

Dr Koh Poh Koon
Senior Minister of State,
Ministry of Trade and Industry

ANNEX

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

and vice-versa.

Section 2:

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

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

and vice-versa.

NOTES

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

(a) operate flights in either or both directions;

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

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

(d) omit stops at any point or points;

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

(f) serve points behind any point in the territory of the Contracting Party designating the airline with or without change of aircraft or flight number and may hold out and advertise such services to the public as through services; and

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

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 cargo services, the service serves a point in the territory of the Contracting Party designating the airline(s).

(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.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 62/2019. ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Singapore ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Kigali mu Rwanda ku wa 14/06/2018

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Law n° 62/2019 of 25/10/2019 approving the ratification of the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Singapore, signed in Kigali, Rwanda on 14/06/2018

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à la Loi n° 62/2019. du 25/10/2019 approuvant la ratification de l'Accord bilatéral relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Singapour, signé à Kigali au Rwanda le 14/06/2018

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEGEKO N° 63/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA Y'U RWANDA N'UBWAMI BWA HISIPANIYA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I NAYIROBI, MURI KENYA KU WA 10/12/2018

LAW N° 63/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AIR TRANSPORT AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE KINGDOM OF SPAIN, SIGNED AT NAIROBI, KENYA ON 10/12/2018

LOI N° 63/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD RELATIF AU TRANSPORT AÉRIEN ENTRE LA RÉPUBLIQUE DU RWANDA ET LE ROYAUME D'ESPAGNE, SIGNÉ À NAIROBI, AU KENYA LE 10/12/2018

ISHAKIRO

Ingingo ya mbere: Kwemera kwemeza burundu

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

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Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

INTEKO ISHINGA AMATEGEKO YEMEJE NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA

THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA

LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA

INTEKO ISHINGA AMATEGEKO:

THE PARLIAMENT:

LE PARLEMENT:

Umutwe w'Abadepite, mu nama yawo yo ku wa 10 Nzeri 2019;

The Chamber of Deputies, in its session of 10 September 2019;

La Chambre des Députés, en sa séance du 10 septembre 2019;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176;

Imaze gusuzuma Amasezerano hagati ya Repubulika y'u Rwanda n'Ubwami bwa Hisipaniya ajyanye no Gutwara Abantu n'Ibintu

After consideration of the Air Transport Agreement between the Republic of Rwanda

Après examen de l'Accord relatif au transport aérien entre la République du Rwanda et le

mu Kirere, yashyiriweho umukono i Nayirobi muri Kenya ku wa 10/12/2018;

YEMEJE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano hagati ya Repubulika y'u Rwanda n'Ubwami bwa Hisipaniya ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Nayirobi muri Kenya ku wa 10/12/2018, ari ku mugereka, yemerewe kwemezwa burundu.

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

and the Kingdom of Spain, signed at Nairobi, Kenya on 10/12/2018;

ADOPTS:

Article One: Approval for ratification

The Air Transport Agreement between the Republic of Rwanda and the Kingdom of Spain, signed at Nairobi, Kenya on 10/12/2018, in annex, is approved for ratification.

Article 2: Drafting, consideration and adoption of this Law

This Law was drafted in English, considered and adopted in Ikinyarwanda.

Article 3: Commencement

This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda**.**

Royaume d'Espagne, signé à Nairobi, au Kenya le 10/12/2018;

ADOPTE:

Article premier: Approbation pour ratification

L'Accord relatif au transport aérien entre la République du Rwanda et le Royaume d'Espagne, signé à Nairobi au Kenya le 10/12/2018, en annexe, est approuvé pour ratification.

Article 2: Initiation, examen et adoption de la présente loi

La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.

Article 3: Entrée en vigueur

La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 63/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA Y'U RWANDA N'UBWAMI BWA HISIPANIYA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I NAYIROBI, MURI KENYA KU WA 10/12/2018

ANNEX TO LAW N° 63/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AIR TRANSPORT AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE KINGDOM OF SPAIN, SIGNED AT NAIROBI, KENYA ON 10/12/2018

ANNEXE À LA LOI N° 63/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD RELATIF AU TRANSPORT AÉRIEN ENTRE LA RÉPUBLIQUE DU RWANDA ET LE ROYAUME D'ESPAGNE, SIGNÉ À NAIROBI, AU KENYA LE 10/12/2018

AIR TRANSPORT AGREEMENT

BETWEEN

THE REPUBLIC OF RWANDA

AND

THE KINGDOM OF SPAIN

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AIR TRANSPORT AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE KINGDOM OF SPAIN

The Republic of Rwanda and the Kingdom of Spain hereinafter referred to as the Contracting Parties;

Desiring to promote an international aviation system which offers fair and equal opportunities to their respective airlines for the operation of the services and which allows them to compete in accordance with the laws and regulations of each Contracting Party;

Desiring to facilitate the expansion of international air transport opportunities;

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 jeopardize the safety of persons or property; and

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

Have agreed as follows:

ARTICLE 1

DEFINITIONS

For the purpose of the interpretation and application of this Agreement, except as otherwise provided herein:

a) the term **Convention** means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any Annex adopted under Article 90 of that Convention, any amendment of the Annexes or the Convention under Article 90 and 94 thereof so far as those Annexes and amendments have become effective for or have been ratified by both Contracting Parties;

b) the term **Aeronautical Authorities** means in the case of the Kingdom of Spain, on the civil level, the Ministry of Fomento (General Directorate of Civil Aviation), and in the case of the Republic of Rwanda, the Ministry of Infrastructure or, in both cases, any person or body duly authorized to perform any function related to this Agreement exercised by the said Authorities;

c) the term **designated airline** means the airline providing international air services that each Contracting Party has designated to operate the agreed services on the specified routes as established in the Annex to this Agreement and in accordance with Article 3 of this Agreement;

d) the terms **territory, international air service,** and **stop for non-traffic purposes** have the meanings specified in Articles 2 and 96 of the Convention;

e) the term **Agreement** means this Agreement, its Annex and any amendments thereto;

f) the term **specified routes** means the routes established or to be established in the Annex to this Agreement;

g) the term **agreed services** means the international air services which can be operated, according to the provisions of this Agreement, on the specified routes;

h) the term **tariff** means the prices to be paid for the carriage of passengers, baggage and freight (except mail) including any significant additional benefit granted or provided together with the said transport as well as the commission to be paid in connection with the sale of tickets and with the corresponding transactions for the carriage of goods. It also includes the conditions for the application of the transport price and the payment of the appropriate commission.

i) the term **nationals,** in the case of Spain, shall be understood as referring to nationals of European Union Member States.

j) the term **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

OPERATING RIGHTS

1. 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 Annex hereto.

2. The airlines designated by each Contracting Party, shall enjoy, while operating an agreed service on a specified route, the following rights:

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

b) to make stops in the said territory for non-traffic purposes;

c) to make stops in the said territory at points specified in the Route Schedule in the Annex to this Agreement for the purpose of taking on or putting down international traffic of passengers, cargo and mail, jointly or separately, in accordance with the provisions of the Annex to this Agreement, to or from the territory of the other Contracting Party or to or from the territory of another State;

3. Airlines of either Contracting Party other than the designated airlines shall be ensured the rights specified in paragraphs a) and b) above.

4. Nothing in this Agreement shall be deemed to confer on the designated airlines of one Contracting Party rights of cabotage in the territory of the other Contracting Party.

ARTICLE 3

DESIGNATION OF AIRLINES

1. Each Contracting Party shall have the right to designate by written notification through diplomatic channels to the other Contracting Party as many airlines as it wishes for the purpose of operating the agreed services on the specified routes and to substitute another airline for an airline previously designated.

2. On receipt of such designation, and on application from the designated airline, in the form and manner prescribed, the other Contracting Party shall grant without delay the appropriate operating authorizations and permissions, subject to the provisions of paragraphs 3) and 4) of this Article.

3. The Aeronautical Authorities of one Contracting Party may require any airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil 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. The granting of the operating authorizations referred to in paragraph 2 of this Article shall require:

4.1. in the case of an airline designated by the Kingdom of Spain:

4.1.1. it is established in the territory of the Kingdom of Spain under the EU Treaties and has a valid Operating Licence in accordance with European Union law; and

4.1.2. effective regulatory control of the airline is exercised and maintained by the European Union Member State responsible for issuing its Air Operator Certificate and the relevant Aeronautical Authority is clearly identified in the designation; and

4.1.3 the airline is owned, directly or through majority ownership, and it is effectively controlled by Member States of the European Union and/or nationals of EU Member States, and/or by other States listed in Annex II and/or by nationals of such other States.

4.2. in the case of an airline designated by the Republic of Rwanda:

4.2.1. it is established in the territory of the Republic of Rwanda and is licensed in accordance with the applicable law of the Republic of Rwanda; and

4.2.2. the Republic of Rwanda has and maintains effective regulatory control of the airline; and

4.2.3. the airline is owned, directly or through majority ownership, and it is effectively controlled by the Republic of Rwanda.

5. When an airline has been so designated and authorized, it may begin at any time to operate the agreed services in accordance with the provisions established in this Agreement.

ARTICLE 4

REVOCATIONS

1. Each Contracting Party shall have the right to revoke an operating authorization or technical permissions or to suspend the exercise of the rights specified in Article 2 of this Agreement given to the airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary for the exercise of these rights:

a) 1. in the case of an airline designated by the Kingdom of Spain:

i) it is not established in the territory of the Kingdom of Spain 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 and/or nationals of EU Member States, and/or by other States listed in Annex II and/or by nationals of such other States.

2. 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 or is not licensed in accordance with the applicable law of the Republic of Rwanda; or

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

iii) the airline is not owned, directly or through majority ownership, or it is not effectively controlled by the Republic of Rwanda.

b) in the case of failure by that airline to comply with the laws and regulations of the Contracting Party granting these rights, or

c) in any case in which that airline otherwise fails to operate the agreed services in accordance with the conditions prescribed under this

Agreement.

d) in the case of failure by the other Contracting Party to comply with or apply the Safety and Security standards in accordance with Articles 11 and 12 of this Agreement.

2. Without prejudice to the provisions under Articles 11 and 12 and unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1) of this Article are essential to prevent further infringement of the laws and regulations, such a right shall be exercised only after consultations with the other Contracting Party.

ARTICLE 5

EXEMPTIONS

1. Aircraft operated in international air services by the designated airlines of either Contracting Party, as well as their regular equipment, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) which are on board such aircraft shall be exempt from all customs duties and other duties or taxes in the territory of the other Contracting Party, provided that such equipment and supplies remain on board the aircraft up to such time as they are reexported.

2. There shall also be exempt from the same duties and taxes, with the exception of payments corresponding to the service performed:

a) aircraft stores taken on board in the territory of either Contracting Party, within the limits fixed by the Authorities of the said Contracting Party, and for use on board the aircraft engaged in international air services of the other Contracting Party;

b) spare parts, brought into the territory of either Contracting Party for the maintenance or repair of aircraft used on international air services by the designated airlines of the other Contracting Party;

c) fuels and lubricants destined to supply aircraft operated on international air services by the designated airlines 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 Contracting Party in which they are taken on board.

d) printed tickets, airway bills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed without charge by the designated airlines.

3. Regular airborne equipment, as well as materials and supplies 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 such territory. In such case, they may be placed under the supervision of the said Authorities up to such time as they are re-exported or otherwise disposed of in accordance with the Customs regulations.

4. The exemptions provided for by this Article shall also be available in situations where the designated airlines of either Contracting Party have entered into arrangements with other airlines, for the loan or transfer in the territory of the other Contracting Party, of the regular equipment and the other items referred to in this Article

provided that the other airline or airlines enjoy the same exemptions from that other Contracting Party.

5. Passengers in transit across the territory of either Contracting Party as well as their baggage shall be subject to the controls established under the applicable Customs regulations. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes levied on imports.

6. The exemptions provided for in this Article shall be granted in accordance with the procedures established in the Customs regulations.

ARTICLE 6

AIRPORT CHARGES

Fees and other charges for the use of each airport including its installations, technical and other facilities and services as well as any charges for the use of air navigation facilities, communication facilities and services shall be made in accordance with the rates and tariffs established by each Contracting Party on the territory of its State, in accordance with Article 15 of the Convention provided that the said fees may not exceed the fees imposed on its own national aircraft used on similar international services for the use of the said airport and services.

ARTICLE 7

TARIFFS

1. The tariffs to be charged by the designated airlines of each Contracting Party for the international carriage in the services provided under this Agreement shall be freely established at reasonable levels, due regard being paid to all relevant factors, including the cost of operation, the characteristics of the service, the interests of users, a reasonable profit and other market considerations.

2. Each Contracting Party may require notification to or filing with its aeronautical authorities of tariffs to be charged to or from its territory by airlines of the other Contracting Party. Notification or filing by the airlines of both Contracting Parties may be required no more than thirty (30) days before the proposed date of effectiveness. In individual cases, notification or filing may be permitted on shorter notice than normally required. Neither Contracting Party shall require the notification or filing by airlines of the other Contracting Party of tariffs charged by charterers to the public, except as may be required on a non-discriminatory basis for information purposes.

3. Without prejudice of the applicable competition and consumer protection laws prevailing in each Contracting Party, neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of an effective tariff proposed to be charged or charged by a designated airline of the other Contracting Party for international air transportation in the services provided under this Agreement. Intervention by the Contracting Parties shall be limited to:

a) prevention of unreasonably discriminatory prices or practices;

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

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

d) protection of airlines from prices that are artificially low, where evidence exists as to an intent to eliminate competition.

4. Without prejudice to the provisions of paragraph 3 of this Article, the Aeronautical Authorities of either Contracting Party may expressly approve those tariffs submitted by the designated airlines. Where such Aeronautical Authorities find that a certain tariff falls within the categories set forth in paragraph 3.a, 3.b, 3.c and 3.d they shall send reasoned notification of its dissatisfaction to the Aeronautical Authorities of the other Contracting Party and to the airline involved as soon as possible, and in no event later than thirty (30) days after the date of notification or filing of the tariff in question; and it may request consultations in accordance with the procedures established under paragraph 5 of this Article. Unless both Aeronautical Authorities have agreed to disapprove tariffs in writing in accordance with the procedures above, the tariffs shall be treated as having been approved.

5. The Aeronautical Authorities of each Contracting Party may request the Aeronautical Authorities of the other Contracting Party consultations on any tariff charged by an airline of the other Contracting Party for the international carriage to or from the territory of the first Contracting Party, including those tariffs for which a notice of dissatisfaction has been given. These consultations shall be held not later than thirty (30) days after receipt of the request. The Contracting Parties shall cooperate in securing the necessary information for a reasoned resolution of the issue. If an agreement is reached with respect to a tariff for which a notice of dissatisfaction has been given, the Aeronautical Authorities of each Contracting Party shall use their best efforts to put that agreement into effect. If such mutual agreement is not reached, the tariff shall go into effect or continue in effect.

6. A tariff established in accordance with the provisions of this Article shall remain in force until a new tariff has been established. Any tariff approved without an expiry date shall remain in force if no other tariff has been filed or approved until its withdrawal by the airline concerned, or until both Contracting Parties agree that such tariff shall no longer be in effect.

ARTICLE 8

COMMERCIAL OPPORTUNITIES

1. The designated airlines of each Contracting Party shall be allowed, on the basis of reciprocity, to maintain in the territory of the other Contracting Party, their offices and representatives, as well as their commercial, operational and technical staff as required in connection with the operation of the agreed services.

2. The request for staff may, at the option of the designated airlines of each Contracting Party, be satisfied either by their own personnel or by using the services of any other organization, company or airlines operating in the territory of the other Contracting Party, and authorized to perform such services in the territory of that Contracting Party.

3. The representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party, and, according to such laws and regulations, each Contracting Party shall process, on the basis of reciprocity and with the minimum delay, the residency and employment authorizations, visas, where applicable, or other similar documents to the representatives and staff referred to in paragraph 1) of this Article.

4. Should special circumstances require the entry or permanence of staff on an emergency and temporary basis, the authorizations, visas and any other documents required by the laws and regulations of each Contracting Party shall be process promptly so as not to delay the entry of such personnel into the State concerned.

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

6. On a reciprocal and non-discriminatory basis with respect to any other airline operating in international traffic, the airlines designated by the Contracting Parties shall be free to sell air transport services in the territories of both Contracting Parties, either directly or through an agent, and in any currency in accordance with the laws in force in each Contracting Party.

7. The airlines of each Contracting Party shall be free to transfer from the territory of sale to their home territory the excess, in the territory of sale, of receipts over expenditure. Included in such net transfer shall be revenues from sales, made directly or through an agent of air transport services, and ancillary or supplementary services,

and normal commercial interest earned on such revenues while on deposit awaiting transfer.

8. Such remittances shall be made without prejudice to any fiscal obligations in force in the territory of either Contracting Party.

9. The airlines designated by the Contracting Parties shall be granted the appropriate authorization to make such remittances on the due dates in freely convertible currency at the official rate of exchange in force at the time of the request.

ARTICLE 9

LAWS AND REGULATIONS

1. Each Contracting Party laws and regulations controlling the admission to or departure from its own territory of aircraft engaged in international air services or related to the operation of aircraft while within its territory, shall be applied to the aircraft of the designated airlines of the other Contracting Party.

2. The laws and regulations controlling over the entry, movement, stay and departure of passengers, crew, baggage, mail and cargo, over the territory of each Contracting Party, and also the regulations related to the requirements of entry and departure from the country, immigration, customs and sanitary rules, shall be applied in such territory to the operations of the designated airlines of the other Contracting Party.

ARTICLE 10

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 and still in force shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services on the specified routes in the Annex to this Agreement, provided always that the requirements under which such certificates and licences were issued or validated are equal or above the minimum standards established under the Convention.

2. Each Contracting Party reserves the right, however, of refusing to recognize the validity of the certificates of competency and the licences granted to its own nationals by the other Contracting Party, for the purpose of overflying and/or landing in its own territory.

ARTICLE 11

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 30 days of that request.

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

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 another Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorised representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

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

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

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

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

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the airline or airlines of one Contracting Party in accordance with paragraph 3 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 authorisation of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.

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

8. Where the Kingdom of Spain has designated an airline whose regulatory control is exercised and maintained by another European Union Member State, the rights of the other Contracting Party under this Article shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other European Union Member State and in respect of the operating authorization of that airline.





ARTICLE 12

SECURITY

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

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

3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties; they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or head office in the territory of the Contracting Parties or, in the case of the Kingdom of Spain, operators of aircraft which are established in its territory under the EU Treaties and have valid Operating Licences in accordance with European Union law, and the operators of airports in their territory act in conformity with such aviation security provisions.

4. Each Contracting Party agrees that its operators of aircraft shall be required to observe the aviation security provisions referred to in the paragraph above required by the other Contracting Party for entry into, departure from, or while within the territory of that Contracting Party. For departure from, or while within, the territory of the Republic of Rwanda, operators of aircraft shall be required to observe aviation security provisions in conformity with the law in force in that country. For departure from, or while within, the territory of the Kingdom of Spain, operators of aircraft shall be required to observe aviation security provisions in conformity with European Union law and with the Spanish current regulations on that matter. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect

the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

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

6. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, that Contracting Party may request immediate consultations with the other Contracting Party.

7. Without prejudice to Article 4 (Revocations) of this Agreement, failure to reach a satisfactory agreement within fifteen (15) days from the date of such request will constitute grounds to withhold, revoke, limit or impose conditions on the operating authorization or technical permission of the airlines of both Contracting Parties.

8. When required by an immediate and extraordinary threat, a Contracting Party may take interim action prior to the expiry of fifteen (15) days.

9. Any action taken in accordance with the paragraph 7 above shall be discontinued upon compliance by the other Contracting Party with the provisions of this Article.

ARTICLE 13

TAX SYSTEM

While an Agreement governing the tax system of the airlines to avoid the double taxation between the Contracting Parties is not applicable, each Contracting Party shall exempt the designated airlines of the other Contracting Party whose effective management head offices are located in the territory of such a Contracting Party, on a mutual basis, from all taxes and charges on profits and earnings obtained from air service operations without prejudice to compliance with the formal obligations legally laid down by each Contracting Party.

ARTICLE 14

CAPACITY

1. There shall be a fair and equal opportunity for the designated airlines of the Contracting Parties to operate the agreed services on the routes specified in this Agreement.

2. The frequencies, capacity and traffic rights to be provided by the designated airlines of each Contracting Party shall be established by mutual agreement between the respective Aeronautical Authorities.

3. The frequencies and time schedules established for the operation of the agreed services shall be notified when so required to the Aeronautical Authorities of the other Contracting Party at least thirty (30) days prior to the start of the operation or such shorter period as the Aeronautical Authorities of the other Contracting Party may agree.

4. In instances where any of the Contracting Parties considers that the services provided by one or more airlines of the other Contracting Party do not comply with the requirements and principles provided by this Article, it may ask for consultations in accordance with Article 16 of this Agreement in order to examine the operations in question and determine on a mutual basis any action which may be deemed necessary.

ARTICLE 15

STATISTICS

The Aeronautical Authorities of either Contracting Party shall supply to the Aeronautical Authorities of the other Contracting Party, at their request, the information and statistics related to the traffic carried by the airlines designated by one Contracting Party on the agreed services to or from the territory of the other Contracting Party in the same form as they have been prepared and submitted by the designated airlines to their national Aeronautical Authorities. Any additional statistical data related to traffic which the Aeronautical Authorities of one Contracting Party may request from the Aeronautical Authorities of the other Contracting Party shall be subject to discussions between the Aeronautical Authorities of both Contracting parties, at the request of either Contracting Party.

ARTICLE 16

CONSULTATIONS

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 the Agreement.

ARTICLE 17

MODIFICATIONS

1. If either Contracting Party considers it desirable to modify any of the provisions of this Agreement, it may request consultation with the other Contracting Party. Such consultation may be between the Aeronautical Authorities and may be conducted by discussion or correspondence and shall begin within a period of sixty (60) days from the date of the request. Any modifications so agreed shall come into force in accordance with Article 22.

2. Modifications to the Annex to this Agreement may be made by direct agreement between the competent Aeronautical Authorities of the Contracting Parties and confirmed by exchange of diplomatic notes. Consultations to this effect may be conducted by discussion or correspondence and shall begin within a period of sixty (60) days from the date of the request.

ARTICLE 18

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 direct negotiation.

2. If the Contracting Parties fail to reach a settlement by negotiation the dispute may, at the request of either Contracting Party, be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and a third to be appointed by the two so nominated. Each Contracting Party 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 on the dispute. The third arbitrator shall be appointed within a further period of sixty (60) days as from the designation of the second arbitrator. This third arbitrator shall be a national of another State, shall act as the President of the Tribunal and shall determine the venue where the Arbitration shall be held. 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 Organization may be requested by either Contracting Party to 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 the President of the Tribunal.

3. The Contracting Parties undertake to comply with any decision made by the President of the Tribunal under paragraph 2) of this Article.

4. Each Contracting Party shall bear the expenses and remuneration necessary for its arbitrator; the fee for the third arbitrator and the expenses necessary for this one as well as those due to the activity of the arbitration shall be equally shared by the Contracting Parties.

ARTICLE 19

REGISTRATION

The Agreement, including any amendments thereto, shall be registered with the International Civil Aviation Organization.

ARTICLE 20

MULTILATERAL CONVENTIONS

In the event of the conclusion by both Contracting Parties of a Multilateral Convention or Agreement concerning matters regulated by this Agreement after the latter has come into force, the said Contracting Parties shall hold consultations in order to determine the advisability of revising the Agreement to conform to the provisions of such Multilateral Convention or Agreement.

ARTICLE 21

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 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 of termination is withdrawn by mutual agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 22

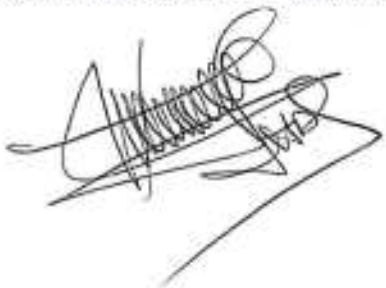
ENTRY INTO FORCE

This Agreement shall enter into force one month after the date of the later note in an exchange of diplomatic notes between the Contracting Parties confirming that their respective constitutional requirements have been fulfilled.

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

Done in duplicate at Nairobi, Kenya this 10th day of December 2018 in the Spanish and English languages, all texts being equally authentic.

FOR THE REPUBLIC OF RWANDA



Eng. Jean de Dieu Uwihanganye
Minister of State in Charge of Transport

FOR THE KINGDOM OF SPAIN



David Benito Astudillo
Deputy Director General for Air Transport
Ministry of Public Works and Transport

ANNEX I

To the Air Transport Agreement between the Republic of Rwanda and the Kingdom of Spain:

SECTION I ROUTE

SCHEDULE

1. Route which may be operated in both directions by the airlines designated by Spain.

   Points in Spain- intermediate points- points in Rwanda- points beyond.

2. Route which may be operated in both directions by the airlines designated by Rwanda:

   Points in Rwanda- intermediate points- points in Spain- points beyond.

GENERAL NOTES

1. The designated airlines may change the order or omit one or more points on the routes indicated in paragraphs 1 and 2 of section I of this Annex, in whole or part of their services, provided that the departure point on the route is located in the territory of the Contracting Party which has designated such airlines.

2. The intermediate and beyond points on the above routes to be operated with fifth freedom traffic rights by the designated airlines, shall be agreed upon between the Aeronautical Authorities of both Contracting Parties.

3. The points in the territory of Rwanda and the points in the territory of Spain indicated in paragraphs 1 and 2 of section I and the intermediate points and points beyond established on both routes to be operated without fifth freedom traffic rights, shall be freely selected by the designated airlines of each Contracting Party and will be notified to the Aeronautical Authorities of both Contracting Party thirty (30) days before the commencement of the services. Likewise, the points initially selected may be replaced.

SECTION II

CODE-SHARE CLAUSE

1. In operating or holding out the agreed services on the specified routes, or on any sector of the routes, the designated airlines of each Contracting Party may enter into co-operative marketing arrangements such as blocked space or code sharing with airlines of any one of the two Contracting Parties or with third country airlines holding the appropriate rights. In the event of third country airlines, the concerned third country shall authorize or allow comparable arrangements between the airlines of the other Contracting party and other airlines on services to, from and via such a third country.

2. Where a designated airline operates services under code-share arrangements, as the operating airline, the operated capacity shall be counted against the capacity entitlements of the Contracting Party designating the said airline.

3. Capacity offered by a designated airline acting as the marketing airline on the services operated by other airlines shall not be counted against the capacity entitlements of the Contracting Party designating the said airline.

4. No fifth freedom traffic rights shall be exercised by the marketing airlines on the services provided under code-share arrangements.

5. The designated airlines of any one of the Parties may transfer traffic between the aircraft involved in code share operations, without restrictions on the number, size or type of aircraft, provided that the service is scheduled as a direct connection flight.

6. Code-share services shall meet the regulatory requirements normally applied to such operations by the Contracting Parties, such as protection of and information to passengers, security, liability and any other requirements generally applied to other airlines operating international traffic.

7. The designated airlines of either Contracting Party shall submit the programs and schedules of the services concerned for consideration and, where appropriate, approval by the Aeronautical Authorities of the other Contracting Party, at least thirty (30) days before the date proposed for the start of the operations.

ANNEX II

LIST OF OTHER STATES REFERRED TO IN ARTICLES 3 AND 4 OF THIS AGREEMENT

a) The Republic of Iceland (under the Agreement on the European Economic Area);

b) The Principality of Liechtenstein (under the Agreement on the European Economic Area);

c) The Kingdom of Norway (under the Agreement of the European Economic Area);

d) The Swiss Confederation (under the Agreement between the European Community and the Swiss Confederation on Air Transport).

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 63/2019. ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Repubulika y'u Rwanda n'Ubwami bwa Hisipaniya ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Nayirobi, muri Kenya ku wa 10/12/2018

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Law n° 63/2019 of 25/10/2019 approving the ratification of the Air Transport Agreement between the Republic of Rwanda and the Kingdom of Spain, signed at Nairobi, Kenya on 10/12/2018

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à la Loi n° 63/2019 du 25/10/2019 approuvant la ratification de l'Accord relatif au transport aérien entre la République du Rwanda et le Royaume d'Espagne, signé à Nairobi, au Kenya le 10/12/2018

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEGEKO N° 64/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA IHARANIRA DEMOKARASI YA GISOSIYALISITI YA SRI LANKA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I COLOMBO MURI SRI LANKA KU WA 08/12/2017

LAW N° 64/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA, SIGNED AT COLOMBO, SRI LANKA ON 08/12/2017

LOI N° 64/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DÉMOCRATIQUE SOCIALISTE DU SRI LANKA, SIGNÉ À COLOMBO AU SRI LANKA LE 08/12/2017

ISHAKIRO

Ingingo ya mbere: Kwemera kwemeza burundu

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

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ITEGEKO N° 64/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA IHARANIRA DEMOKARASI YA GISOSIYALISITI YA SRI LANKA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I COLOMBO MURI SRI LANKA KU WA 08/12/2017

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 10 Nzeri 2019;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;

Imaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na

LAW N° 64/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA, SIGNED AT COLOMBO, SRI LANKA ON 08/12/2017

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 session of 10 September 2019;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;

After consideration of the Air Services Agreement between the Government of the

LOI N° 64/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DÉMOCRATIQUE SOCIALISTE DU SRI LANKA, SIGNÉ À COLOMBO AU SRI LANKA LE 08/12/2017

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 10 septembre 2019;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176;

Après examen de l'Accord relatif aux services aériens entre le Gouvernement de la

Guverinoma ya Repubulika iharanira Demokarasi ya Gisosiyalisiti ya Sri Lanka ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Colombo muri Sri Lanka ku wa 08/12/2017;

YEMEJE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika iharanira Demokarasi ya Gisosiyalisiti ya Sri Lanka ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Colombo muri Sri Lanka ku wa 08/12/2017, ari ku mugereka, yemerewe kwemezwa burundu.

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Republic of Rwanda and the Government of the Democratic Socialist Republic of Sri Lanka, signed at Colombo, Sri Lanka on 08/12/2017;

ADOPTS:

Article One: Approval for ratification

The Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Democratic Socialist Republic of Sri Lanka, signed at Colombo, Sri Lanka on 08/12/2017, in annex, is approved for ratification.

Article 2: Drafting, consideration and adoption of this Law

This Law was drafted in English, considered and adopted in Ikinyarwanda.

Article 3: Commencement

This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

République du Rwanda et le Gouvernement de la République Démocratique Socialiste du Sri Lanka, signé à Colombo au Sri Lanka le 08/12/2017;

ADOPTE:

Article premier: Approbation pour ratification

L'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Démocratique Socialiste du Sri Lanka, signé à Colombo au Sri Lanka le 08/12/2017, en annexe, est approuvé pour ratification.

Article 2: Initiation, examen et adoption de la présente loi

La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.

Article 3: Entrée en vigueur

La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 64/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA IHARANIRA DEMOKARASI YA GISOSIYALISITI YA SRI LANKA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I COLOMBO MURI SRI LANKA KU WA 08/12/2017

ANNEX TO LAW N° 64/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA, SIGNED AT COLOMBO, SRI LANKA ON 08/12/2017

ANNEXE À LA LOI N° 64/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DÉMOCRATIQUE SOCIALISTE DU SRI LANKA, SIGNÉ À COLOMBO AU SRI LANKA LE 08/12/2017

Air Services Agreement

Between

The Government of the Republic of Rwanda

and

The Government of the Democratic Socialist Republic of Sri Lanka

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ANNEX 1	ROUTE SHEDULE
ANNEX 2	CODE SHARINGS

The Government of Democratic Socialist Republic of Sri Lanka and the Government of the Republic of Rwanda hereinafter referred to as "Contracting Parties";

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

Desiring to facilitate the expansion of international air services opportunities,

Recognizing that efficient and competitive international air services enhance economic growth, trade, tourism, investment and the welfare of consumers,

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

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

HAVE AGREED AS FOLLOWS:

ARTICLE 1

DEFINITIONS

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

a. "Aeronautical Authorities" means, in the case of the Republic of Rwanda, the Ministry of Infrastructure and in the case of the Democratic Socialist Republic of Sri Lanka, the Minister in charge of the subject of civil aviation or in both cases any person or body authorized to exercise the functions presently assigned to the said authorities;

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

c. "Agreed services" means, the international air services which can be operated, according to provisions of this Agreement on the specified routes;

d. "Annex" means the Annex to this Agreement or any amendments thereto, in accordance with the provisions of Article 18 (Consultations and Amendment) of this Agreement. The Annex forms an integral part of this Agreement and all references to the Agreement shall include the Annex except where explicitly agreed otherwise;

e. "Air service", " international air service", "airline" and "stop for non-traffic purposes" have the meanings specified in Article 96 of the Convention;

f. "Capacity" means,

- in relation to an aircraft, the payload of that aircraft available on the route or section of a route,

- in relation to a specified air service, the capacity of the aircraft used on such service multiplied by the frequency operated by such aircraft over a given period on a route or section of a route;

g. "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes of the Convention under Articles 90 and 94 thereof, so far as those annexes and amendments have become effective for or been ratified by both Contracting Parties;

h. "Designated airline(s)" means any airline(s) which has/have been designated and authorized in accordance with Article 3 (Designation and Authorization) of this Agreement;

i. "ICAO" means the International Civil Aviation Organization;

j." International air transportation" means air transportation which passes through the air space over the territory of more than one State.

k. "Marketing airline" means an airline that offers air transportation on an aircraft operated by another airline, through code-sharing;

i. "Schedule" means the schedule of the routes to operate air transportation services annexed to the present Agreement and any modification thereto as agreed in accordance with the provisions of Article 18 of the present Agreement;

m. "Specified routes" means the routes established or to be established in the Annex to this Agreement;

n. "Spare parts" means, article of a repair or replacement nature for incorporation in an aircraft, including engines;

o. "Tariff" means any fare, rate or charge, the prices to be paid for the carriage of passengers, baggage and/or cargo, excluding mail, in air transportation, in connection therewith, charged by airlines, including their agents and the conditions governing the availability of such fare, rate or charge;

p. "Territory" has the meaning specified in Article 2 of the Convention;

q "Traffic" means, passengers, baggage, cargo and mail;

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

s. "User charges" means fees or rates levied for the use of airports, navigational facilities and other related services offered by one Contracting Party to the other.

ARTICLE 2

GRANT OF RIGHTS

1. each contracting party grants to the other contracting party the following rights for the conduct of scheduled international air services on the routes specified in Annex 1 to this Agreement by the designated airlines of the other Contracting Party:

a. to fly without landing across the territory of the other Contracting Party,

b. to make stops in the said territory for non-traffic purposes,

c. to make stops in the territory at the points specified for that route in Annex 1 to this Agreement for the purpose of embarking and disembarking the international traffic (passengers, baggage, cargo and mail) in combination or separately.

d. the rights otherwise specified in this Agreement.

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

3. Nothing in paragraph (1) of this Article shall be deemed to confer on the airlines of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, traffic carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

ARTICLE 3

DESIGNATION AND AUTHORIZATION

1. Each Contracting Party shall have the right to designate one or more airlines for the purpose of operating the agreed services on the specified routes. Such designation shall be effected by virtue of a written notification through diplomatic channels.

2. On receipt of such designation, the aeronautical authorities of other Contracting Party shall, subject to paragraphs (3) and (4) of this Article, grant without delay to the designated airlines(s) the appropriate operating authorization.

3. The Aeronautical Authorities of one Contracting Party may require an airline(s) designated by the other Contracting Party to satisfy that it is (they are) qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operations of international air services by such authorities in conformity with the provisions of the Convention.

4. Each Contracting Party shall have the right to refuse to grant the operating authorizations referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 2 (Grant of Rights) of this Agreement, in any case where the Contracting Party is not satisfied that:

(a) the designated airline is incorporated and has its principal place of business in the territory of the designating party:

(b) The Party designating the airline has and maintains regulatory control of the airline;

(c) the airline holds a current Air Operator's certificate or a similar license issued by the aeronautical authority of the Party designating the airline;

(d) the airline is qualified to meet the conditions prescribed under the laws, regulations and rules normally and reasonably applied to the operation of international air transport by the Party considering the application or applications in conformity with the provisions of the Convention ; and

(e) the Government designating the airline is maintaining and administering the standards set forth in Article 13 (Aviation Safety) and Article 14(Aviation Security) of this Agreement.

5. When an airline has been so designated and authorized, it may begin at any time to operate the agreed services, provided that a capacity agreed upon and a tariff established in accordance with the provisions of Article 5 (Capacity) and Article 6 (Tariffs) of this Agreement is in force in respect of that service.

ARTICLE 4

REVOCATION OR SUSPENSION OF OPERATING AUTHORIZATION

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 (Grant of Rights) of this Agreement by an airlines/s designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights.

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

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

(c) Such airline does not hold a current Air Opera's Certificate or similar license issued by the Aeronautical Authority of the Party designating the airline.

At any time after the provisions of paragraphs (1) and (2) of this Article have been complied with, an airline so designated and authorized may begin to operate the agreed services provided the designated airline complies with the applicable provisions of this Agreement.

(2) Each Party shall have the right to suspend the exercise by a designated airline of the privileges specified in paragraph (2) of Article 2 of this Agreement or to impose such conditions as it may deem necessary on the exercise by a designated airline of those privileges in any case where the designated airline fails to comply with the laws or regulations of the Party granting those privileges or otherwise fails to operate in accordance with the conditions prescribed in this agreement: provide that, unless immediate suspension or imposition of conditions is essential to prevent further infringements of laws or regulations, this right shall be exercised only after consultation with the other Party has provided for in Article 18 of this Agreement;

(3) Each party shall have the right to revoke, suspend, limit or impose conditions on the operating authorization of an airline designated by the other Party where the other Party is not maintaining and administering safety standards as set forth in Article 13 of this Agreement, provided that, unless immediate action is necessary, this right shall be exercised only after consultation with the other Party as provided for in Article 18 of this Agreement and that other Party fails to take the appropriate action within a reasonable period of time.

ARTICLE 5

CAPACITY

1. The designated airline(s) of each Contracting Party shall enjoy fair and equal opportunity for the operation of air services between the territories of two Contracting Parties.

2. In the operation by the designated airline(s) of either Contracting Party of the specified air services, the interests of the airline of the other Contracting Party shall be taken into consideration so as not to affect unduly the services which the later provides on all or part of the same route.

3. The agreed services provided by the designated airlines of the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirement of passengers and cargo including mail between the territories of the Contracting Parties.

4. In the operation of the agreed services, the total capacity to be provided and the frequency of the services to be operated by the designated airlines of each Contracting Party shall be, at the outset, be mutually determined by the aeronautical authorities of the

Contracting Parties before the services are inaugurated. Such capacity and frequency of services initially determined may be reviewed and revised from time to time by said authorities.

ARTICLE 6

TARIFFS

1. Each Contracting Party shall allow the tariffs for international Air services operated to/from/through its territory to be established by the designated airlines at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit and the tariffs of other airlines.

Intervention by the Contracting Parties shall be limited to:

a) prevention of unreasonably discriminatory prices or practices;

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

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

2. The tariffs established under paragraph (1) shall not be required to be filed by the designated airlines of one Contracting Party with the aeronautical authorities of the other Contracting Party for approval.

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

4. The Contracting Parties agree that the following Air Line practices, in relation to the establishment of tariffs, may be regarded as possible unfair competitive practices which may merit closer examination;

a. charging fares and rates on routes at levels which are, in the aggregate, insufficient to cover the costs of providing the services to which they relate;

b. the practices in question are sustained rather than temporary;

c. the practices in question have a serious economic effect on, or cause significant damage to, designated airline (s) of the other Contracting Party; and

d. behavior indicating an abuse of dominant position on the route.

5. In the event that either aeronautical authority is dissatisfied with a tariff proposed or in effect for an airline of the other Contracting Party, shall give notice of dissatisfaction to the other Party as soon as possible and at least within 21 days of the date of notification or filling of the tariff, and may avail itself of the consultation procedures set out in Paragraph 6 below. However, unless both Parties have agreed in writing to disapprove the tariffs concerned under those procedures, the tariffs shall be considered approved.

6. Each Party may request consultation regarding any tariff of an airline of either Party for services covered by this Agreement, including where the tariff concerned has been subject to a notice of dissatisfaction. Such consultations shall be held not later than 14 days after receipt of the request. The Parties shall cooperate in securing information necessary for reasoned resolution of the issues. If the Parties reach agreement with respect to a tariff for which notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect but if no agreement is reached the tariff in question shall go into or continue in effect.

ARTICLE 7

CUSTOMS DUTIES AND OTHER CHARGES

1. Aircraft operated on international air services by the designated airline of either Contracting Party, as well as their regular equipment, spare parts (including engines), supplies of fuels and lubricants (including hydraulic fluids) and aircraft stores (including food, beverages, liquor, tobacco and other products for sale to or use by passengers during flight) carries on board, such aircraft shall be exempt from all customs duties, inspection fees and other duties in accordance with national laws and regulations on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft until such time as they are re-exported or are used on board aircraft on the part of the journey to be performed over that territory.

2. The following items also shall be exempt from the same duties in accordance with national laws and regulations, in relation with the exception of carriage corresponding to the service performed;

a. aircraft stores taken on board in the territory of either Contracting Party, within limits fixed by the authorities of the said Contracting Party, and for use on board aircraft engaged in an international service of the Contracting Party.

b. Spare parts (including engines) and regular airborne equipment entered into the territory of either Contracting Party for the maintenance or repair of aircraft used on international services by the designated airlines(s) of the other Contracting Party.

c. fuel and lubricants (including hydraulic fluids) destined to supply aircraft operated on international services by the designated airline of the other Contracting Party, even when these supplies are to be used on the part of the journey to be performed over the territory of the Contracting Party in which they are taken on board.

d. printed ticket stock, airway bills any printed material bearing insignia of a designated airline of a Contracting Party and usual publicity material distributed without charge by that designated airline intended for use in the operation of international services until such time as they are re-exported.

3. Materials referred to in paragraph (2) above shall be subject to supervision or control of customs authorities.

4. The regular airborne equipment, spare parts (including engines) aircraft stores and supplies of fuels and lubricants (including hydraulic fluids) 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 such territory. In such case, they shall 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 of that Contracting Party.

5. 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 paragraph (1) and (2) of this Article, provided that such other airline or airlines similarly enjoy such exemptions from that other Party.

6. The fees corresponding to the services performed in relation to the storage and customs clearance will be charged in accordance with the national laws and regulation of the State of the Contracting Parties.

ARTICLE 8

DIRECT TRANSIT

Subject to the laws and regulations of each Contracting Party, passengers, baggage, cargo and mail in direct transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose shall only be subject to a very simplified control except in respect of security measures against violence, air piracy and smuggling of narcotics and psychotropic substances. Such baggage, cargo and mail shall be exempt from customs, exercise and similar duties, fees and charges not based on the cost of services provided on arrival.

ARTICLE 9

USER CHARGES

1. Airports, aviation security and other related facilities and services that are provided in the territory of one Contracting Party shall be available for use by the airlines of the other Contracting Party on terms no less favorable than the most favorable terms available to any airline engaged in similar international air services at the time arrangements for use are made.

2. The setting and collection of fees and charges imposed in the territory of one Contracting Party on an airline of the other Contracting Party for the use of airports, aviation security and other related facilities and services shall be just and fair. Any such fees and charges shall be assessed on an airline of the other Contracting Party on terms no less favorable than the most favorable terms available to any airline engaged in similar international air services at the time the fees or charges are imposed.

3. Each Contracting Party shall encourage discussions between its competent charging authorities and the airlines using the services and facilities or where practicable, through airline's representative organizations. Users shall be informed, with as much notice as possible, of any proposals for changes in user charges, to enable them to express their views before the changes are made.

ARTICLE 10

NON-NATIONAL PERSONNEL AND ACCESS TO LOCAL SERVICES

1. In accordance with the laws and regulations of the other Contracting Party relating to entry, residence and employment the designated airline or airlines of one Contracting Party shall be entitled to bring in and to maintain in the territory of the other Contracting Party their own administrative, commercial, sales, operational, technical and other specialist staff who are required for the operation of the agreed services, on the basis of reciprocity.

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

3. The representative and staff shall be subject to the laws and regulations in force of the other Contracting Party. Consistent with such laws and regulations each Contracting Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary employment authorizations, visitor Visas or other similar documents to the representatives and staff referred to in paragraph (1) of this Article.

ARTICLE 11

CURRENCY CONVERSION AND REMITTANCE OF EARNINGS

1. Each designated airline(s) shall have the right to sell and issue its own transportation documents in the territory of the other Contracting Party through its sales offices and, at its discretion, through its agents. Such airlines shall have the right to sell such transportation, and any person shall be free to purchase such transportation in any convertible currency and/or in local currency.

2. Each designated airline(s) shall have the right to convert and remit to its country, on demand, at the official rate of exchange, the excess of receipts over expenditures achieved in connection with the carriage of traffic. In the absence of appropriate provisions of a payments agreement between the Contracting Parties, the above

mentioned transfer shall be made in convertible currencies and in accordance with the national laws and foreign exchange regulations applicable.

3. The conversion and remittance of such revenues shall be permitted without restriction at the rate of exchange applicable to current transactions which is in effect at the time such revenues are presented for conversion and remittance, and shall not be subject to any charges except those normally made by banks for carrying out such conversion and remittance.

4. The designated airline(s) of each Contracting Party shall have the right at their discretion to pay for local expenses, including purchases of fuel, in the territory of the other Contracting Party in local currency or, provided these accords with local currency regulations, in freely convertible currencies.

ARTICLE 12

MUTUAL RECOGNITION OF CERTIFICATES AND LICENCES

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

2. If the privileges or conditions of the licenses or certificates 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 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 the International Civil Aviation Organization (ICAO), the other Contracting Party may request consultations between the aeronautical authorities with a view to clarifying the practice in question.

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

ARTICLE 13

AVIATION SAFETY

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aeronautical facilities and services, 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, in the aspects mentioned in paragraph 1 of this Article, 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 ICAO standards, and that other Contracting Party shall take appropriate corrective action within an agreed period. Failure to take appropriate action within the agreed period shall be grounds for the application of Article 4 (Revocation, Suspension or Limitations of Authorization) of this Agreement.

3. Notwithstanding the obligations mentioned in Article 16 of the Convention, it is agreed that any aircraft operated by or on behalf of the airline of one Contracting Party on services to or from the territory of the State of the other Contracting Party may, while within the territory of the State of the other Contracting Party, be made subject of an examination (in this Article called "ramp inspection"), without unreasonable delay. This would be an inspection by the authorized representatives of the other Contracting Party, on board and around the aircraft. However, the obligations mentioned in Article 33 of the Convention, the objective of this inspection will be to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment, in accordance with the established effective norms on the base of the Convention.

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

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

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

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

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft Operated by the designated airline of a Contracting Party in accordance with paragraph (3) above is denied by the representative of that airline, the other Contracting Party shall be

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

6 Each Party reserves the right to suspend or vary the operating authorization of the airline of the other Contracting Party immediately in the case the first Contracting Party concludes, whether as a result of a ramp inspection, the denial of an access to a ramp inspection or a series of ramp 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 paragraph (2) or (6) above shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 14

AVIATION SECURITY

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

at Montreal on 1 March 1991 or any other Convention on aviation security to which the Contracting Parties are parties.

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

3. The Contracting Parties, in their mutual relations, shall act in conformity with all aviation security standards and appropriate recommended practices established by ICAO and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Contracting Parties. They shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions as are applicable to the Contracting Parties. Accordingly each Contracting Party shall advise the other Contracting Party of any difference between its national regulations and practices and the aviation security standards of the Annexes referred to above. Either Contracting Party may request immediate consultations with the other Contracting Party at any time to discuss any such differences which shall be held in accordance with paragraph 2 of Article 18 of this Agreement.

4. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph (3) above required by the other Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall secure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to

any request form the other Contracting Party for reasonable special security measures to meet a particular threat.

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

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

ARTICLE 15

FLIGHT SCHEDULE SUBMISSION

1. The designated airline(s) of each Contracting Party shall submit its envisaged flight schedule for approval to the aeronautical authorities of the other Contracting Party on each schedule period (summer and winter) at least thirty (30) days prior to the operation of the agreed services.

2. For supplementary flights which the designated airline of one Contracting Party wishes to operate on the agreed services outside the approved flight schedule, that airline has to request prior permission from the aeronautical authorities of the other Contracting Party. Such requests shall be submitted in accordance with the national laws and regulations of the Contracting Parties. The same procedure shall be applied to any modification thereof.

ARTICLE 16

STATISTICS

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

ARTICLE 17

APPLICATION OF NATIONAL LAWS AND REGULATIONS

1. The laws and the regulations of a Contracting Party relating to the entry into, sojourn in or departure from its territory of aircraft engaged in international air services, or to the operation and navigation of such aircraft or flights of such aircraft over that territory shall be applied to aircraft of the airline designated by the other Contracting Party.

2. The laws and the regulations of one Contracting Party governing entry into, sojourn in or departure from its territory of passengers, crew, baggage or cargo, including mail, such as formalities relating to entry, exit, clearance, emigration and immigration, aviation security, passports, customs, currency, postal, health and quarantine shall be compiled with by or on behalf of such passengers, crew, baggage, cargo or mail carried by the aircraft of the designated airlines of the other Contracting Party while they are within the said territory.

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

ARTICLE 18

CONSULTATIONS AND AMENDMENT

1. In a spirit of close cooperation, the Aeronautical Authorities of the Contracting Parties shall consult each other from time to time with a view to the implementation, interpretation, application or amendment of this Agreement and the Annexes thereto.

2. Should one Contracting Party request consultations with a view to modify this Agreement or its Annexes, such consultations shall begin at the earliest possible data but not later than sixty (60) days from the date the other Contracting Party receives the written request, unless otherwise agreed by the Contracting Parties. Such consultations may be conducted through discussion or by correspondence. Each Contracting Party shall prepare and present during such consultations relevant evidence in support of its position in order to facilitate rational and economic decisions to be taken.

3. If either of the Contracting Parties considers it desirable to amend any provision of this Agreement, such modification enters into force when the Contracting Parties will have notified to each other the fulfillment of their constitutional procedures.

4. Amendments to the Annex I may be made by direct agreement between the aeronautical authorities of the Contracting Parties. They shall be applied provisionally from the date they have been agreed upon and enter into force when confirmed by an exchange of diplomatic notes.

ARTICLE 19

SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle their dispute by negotiations between Aeronautical Authorities of the States of both Contracting Parties.

2. If the said Aeronautical Authorities fail to reach a settlement by negotiation, the dispute shall be settled through diplomatic channels.

3. If the Contracting Parties fail to reach a settlement pursuant to paragraphs (1) and (2) above, either Contracting Party may in accordance with its relevant laws and regulations refer the dispute to an arbitral tribunal of three arbitrators, one to be named by each Contracting Party and the third arbitrator, who shall be the umpire, to be agreed upon by the two arbitrators so chosen, provided that such arbitrator shall not be a national of the State either Contracting Party and shall be a national of a State having diplomatic relations with each of the Contracting Parties at the time of appointment.

   Each Contracting Party shall nominate its arbitrator within a period of sixty (60) days from the date of receipt, through registered mail, of a notice of arbitration. The umpire shall be appointed within a further period of sixty (60) days following the appointment of the arbitrator by each of the Contracting Parties.

   If a Contracting Party fails to nominate its arbitrator within the specified period or in case the chosen arbitrators fail to agree on the umpire within the mentioned period, each Contracting Party may request the President of the Council of ICAO to appoint the umpire or the arbitrator representing the Party in default, as the case may require.

4. The Vice-President or a senior member of the ICAO Council, not being a national of either of the Contracting Parties, as the case may be, shall replace the President of ICAO in its arbitral duties, as mentioned in paragraph (3) of this Article, in case of absence or incompetence of the latter.

5. The arbitral tribunal shall determine its procedures and the place of arbitration subject to provisions agreed upon between the Contracting Parties.

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

7. If either Contracting Party or the designated airline of either Contracting Party fails to comply with the decision given under paragraph (2) of this Article, the other Contracting Party may limit, suspend or revoke any rights or privileges which have been granted by virtue of this Agreement to the Contracting Party in default.

8. Each Contracting Party shall bear the expenses of its own arbitrator. The expenses of the umpire, including his/her fees and any expenses incurred by ICAO in connection with the appointment of the umpire and/or the arbitrator of the Party in default as

referred to in paragraph (3) of this Article shall be shared equally by the Contracting Parties.

9. Pending the submission to arbitration and thereafter until the arbitral tribunal publishes its award, the Contracting Parties shall, except in the event of termination, continue to perform all their obligations under this Agreement without prejudice to a final adjustment in accordance with the said award.

ARTICLE 20

REGISTRATION

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

ARTICLE 21

MULTILATERAL AGREEMENTS

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

ARTICLE 22

TITLES

Titles are inserted in this Agreement at the head of each Article for the purpose of reference and convenience and in no way define limit, or describe the scope or intent of this Agreement.

ARTICLE 23

VALIDITY AND TERMINATION

This Agreement is concluded for an unlimited period of time.

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

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 mutual agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) working days after the date on which ICAO will have received communication thereof.

ARTICLE 24

ENTRY INTO FORCE

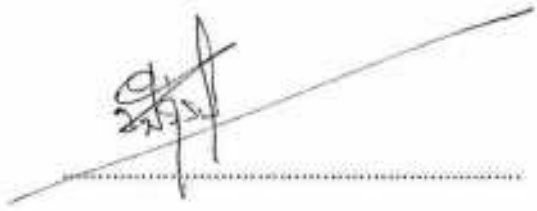
This Agreement shall enter into force on the date of the last Exchange of Notes by either Contracting Party informing the other, the fulfillment of legal formalities for the entering into force of the Agreement.

In witness thereof, the undersigned plenipotentiaries, being duly authorized thereto by their respective Governments, have signed this Agreement comprising twenty four (24) Articles and two (2) Annexes and have affixed thereto their seals.

Done at Colombo this 08 day of 12 the year 2017 in Sinhala and English languages. In the event of divergence of interpretation, the English text shall prevail.



FOR THE GOVERNMENT OF THE REPUBLIC OF RWANDA



FOR THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

ANNEX 1

ROUTE SCHEDULE

1. The airlines designated by the Republic of Rwanda shall be entitled to operate air services in both directions as follows:

From	Intermediate Points	To	Beyond Points
Points in Rwanda	Any point (*)	Points in Sri Lanka	Any point (*)

2. The airlines designated by the Democratic Socialist Republic of Sri Lanka shall be entitled to operate air services in both directions as follows:

From	Intermediate Points	To	Beyond Points
Points in Sri Lanka	Any point (*)	Points in Rwanda	Any point (*)

Notes:

(*) The exercise of 5th freedom traffic rights by the designated airlines on intermediate and beyond points on the above routes, shall be jointly determined between the aeronautical authorities of both Contracting Parties.

(*) 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.

ANNEX II

CODE SHARING

The designated airline(s) of either Contracting Party may enter into marketing arrangements such as blocked space, code sharing or other commercial arrangements with:

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

provided that all airlines in the above arrangements hold the appropriate route and traffic rights, and, in respect of each ticket sold, the purchaser is informed at the point of sale which airline will operate each sector of the service.

For their party code share arrangements all airlines in such arrangements are subject to the approval of the aeronautical authorities of both Contracting Parties. Should such a third party not authorized or allow comparable arrangements between the airlines of the other Contracting Party and other airlines on services to, from and via such their country, the aeronautical authorities of the concerned Contracting Party have the right not to accept such arrangements.

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

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 64/2019 ryo ku wa25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika iharanira Demokarasi ya Gisosiyalisiti ya Sri Lanka ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Colombo muri Sri Lanka ku wa 08/12/2017

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Law n° 64/2019 of 25/10/2019 approving the ratification of the the Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Democratic Socialist Republic of Sri Lanka, signed at Colombo, Sri Lanka on 08/12/2017

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à la Loi n° 64/2019 du 25/10/2019 approuvant la ratification de l'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Démocratique Socialiste du Sri Lanka, signé à Colombo au Sri Lanka le 08/12/2017

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEGEKO N° 65/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI Y' INAMA YUNZE UBUMWE Y'UBUSUWISI NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE KU BURYO BUHORAHO, YASHYIRIWEHO UMUKONO I BERNE MU BUSUWISI KU WA 22/05/2017

LAW N° 65/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AGREEMENT BETWEEN THE SWISS FEDERAL COUNCIL AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA RELATING TO SCHEDULED AIR SERVICES, SIGNED AT BERN, SWITZERLAND ON 22/05/2017

LOI N° 65/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD RELATIF AUX SERVICES AÉRIENS RÉGULIERS ENTRE LE CONSEIL FÉDÉRAL SUISSE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À BERNE EN SUISSE LE 22/05/2017

ISHAKIRO

Ingingo ya mbere: Kwemera kwemeza burundu

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

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LOI N° 65/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD RELATIF AUX SERVICES AÉRIENS RÉGULIERS ENTRE LE CONSEIL FÉDÉRAL SUISSE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À BERNE EN SUISSE LE 22/05/2017

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

INTEKO ISHINGA AMATEGEKO YEMEJE NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA

THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA

LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA

INTEKO ISHINGA AMATEGEKO:

THE PARLIAMENT:

LE PARLEMENT:

Umutwe w'Abadepite, mu nama yawo yo ku wa 10 Nzeri 2019;

The Chamber of Deputies, in its session of 10 September 2019;

La Chambre des Députés, en sa séance du 10 septembre 2019;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176;

Imaze gusuzuma Amasezerano hagati y' Inama Yunze Ubumwe y'Ubusuwisi na Guverinoma ya Repubulika y'u Rwanda ajyanye no Gutwara

After consideration of the Agreement between the Swiss Federal Council and the Government of the Republic of Rwanda relating to

Après examen de l'Accord relatif aux services aériens réguliers entre le Conseil Fédéral Suisse

Abantu n'Ibintu mu Kirere ku buryo Buhoraho, yashyiriweho umukono i Berne mu Busuwisi ku wa 22/05/2017;

YEMEJE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano hagati y' Inama Yunze Ubumwe y'Ubusuwisi na Guverinoma ya Repubulika y'u Rwanda ajyanye no Gutwara Abantu n'Ibintu mu Kirere ku buryo Buhoraho, yashyiriweho umukono i Berne mu Busuwisi ku wa 22/05/2017, ari ku mugereka, yemerewe kwemezwa burundu.

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.

Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa

Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Scheduled Air Services, signed at Bern, Switzerland on 22/05/2017;

ADOPTS:

Article One: Approval for ratification

The Agreement between the Swiss Federal Council and the Government of the Republic of Rwanda relating to Scheduled Air Services, signed at Bern, Switzerland on 22/05/2017, in annex, is approved for ratification.

Article 2: Drafting, consideration and adoption of this Law

This Law was drafted in English, considered and adopted in Ikinyarwanda.

Article 3: Commencement

This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

et le Gouvernement de la République du Rwanda, signé à Berne en Suisse le 22/05/2017;

ADOPTE:

Article premier: Approbation pour ratification

L'Accord relatif aux Services Aériens Réguliers entre le Conseil Fédéral Suisse et le Gouvernement de la République du Rwanda, signé à Berne en Suisse le 22/05/2017, en annexe, est approuvé pour ratification.

Article 2: Initiation, examen et adoption de la présente loi

La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.

Article 3: Entrée en vigueur

La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 65/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI Y' INAMA YUNZE UBUMWE Y'UBUSUWISI NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE KU BURYO BUHORAHO, YASHYIRIWEHO UMUKONO I BERNE MU BUSUWISI KU WA 22/05/2017

ANNEX TO LAW N° 65/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AGREEMENT BETWEEN THE SWISS FEDERAL COUNCIL AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA RELATING TO SCHEDULED AIR SERVICES, SIGNED AT BERN, SWITZERLAND ON 22/05/2017

ANNEXE À LA LOI N° 65/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD RELATIF AUX SERVICES AÉRIENS RÉGULIERS ENTRE LE CONSEIL FÉDÉRAL SUISSE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À BERNE EN SUISSE LE 22/05/2017

AGREEMENT

BETWEEN

THE SWISS FEDERAL COUNCIL

AND

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

RELATING TO SCHEDULED AIR SERVICES

The Swiss Federal Council and the Government of the Republic of Rwanda (hereinafter, "the Contracting 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 services 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 competitive prices and services in open markets;

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

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

1. For the purpose of the present Agreement and its Annex, unless otherwise agreed:

   a. 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 are applicable for both Contracting Parties;

b. The term "aeronautical authorities" means, in the case of Switzerland, the Federal Office of Civil Aviation and, in the case of Rwanda, the Ministry of Infrastructure, or in both cases any person or body, authorised to exercise the functions presently assigned to the said authorities;

c. The term "designated airlines" means an airline or airlines which one Contracting Party has designated, in accordance with Article 5 of the present Agreement, for the operation of the agreed air services;

d. The term "agreed services" means air services on the specified routes for the carriage of passengers, cargo and mail, separately or in combination;

e. The terms "air service", "international sir service", "airline" and "stop for non-traffic purposes" shall have the meaning respectively assigned to them in Article 96 of the Convention;

f. The term "territory" in relation to a State shall have the meaning assigned to it in Article 2 of the Convention;

g. The term "tariff" means the prices for the carriage of passengers, baggage and cargo and the conditions under which these prices apply, including commission charges and other additional remuneration for agency or sale of transportation documents but excluding remuneration and conditions for the carriage of mail.

2. The Annex forms an integral part of the present Agreement. All references to the Agreement shall include the Annex unless explicitly agreed otherwise.

Article 2 Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of operating international air services on the routes specified in the schedules of the Annex. Such services and routes are hereafter called "agreed services" and "specified route" respectively.

2. Subject to the provisions of the present Agreement the airlines designated by each Contracting Party shall enjoy, while operating international air services:

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

   b. the right to make stops in the said territory for non-traffic purposes;

   c. the right to embark and disembark in the said territory at the points specified in the Annex of the present Agreement passengers, baggage, cargo and mail destined to or coming from points in the territory of the other Contracting Party;

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

3. Nothing in this Agreement shall be deemed to confer on the designated airlines of one Contracting Party the right to embark, in the territory of the other Contracting Party, passengers, baggage, cargo or mail carried for compensation and destined for another point in the territory of that Contracting Party.

4. If because of armed conflict, political disturbances or developments, or special and unusual circumstances, the designated airlines of one Contracting Party are 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 rearrangements of such routes, including the grant of rights for such time as may be necessary to facilitate viable operations.

Article 3 Exercise of Rights

1. The designated airlines shall enjoy fair and equal opportunities to compete in providing the agreed services covered by the present Agreement.

2. Each Contracting Party shall allow the designated airlines to determine the frequency and capacity of the international air services it offers based upon commercial considerations in the marketplace. Consistent with this right, neither Contracting Party shall unilaterally limit the volume of traffic, frequency, number of destinations or regularity of service, or the aircraft type or types operated by the designated airlines 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.

Article 4 Application of Laws and Regulations

1. The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft utilised by the designated airlines of the other Party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first Contracting Party.

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

3. Neither Contracting Party may grant any preference to its own airlines with regard to the designated airlines of the other Contracting Party in the application of the laws and regulations provided for in this Article.

Article 5 Designation and Operating Authorisation

1. Each Contracting Party shall have the right to designate one or more airlines for the purpose of operating the agreed services and the specified routes. Such designation shall be effected by virtue of a written notification between the aeronautical authorities of both Contracting Parties.

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

3. The aeronautical authorities of one Contracting Party may require the airlines designated by the other Contracting Party to prove that they are qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the said authorities in conformity with the provisions of the Convention.

4. Each Contracting Party shall have the right to refuse to grant the operating authorisation referred to in paragraph 2 of this Article, or to impose such conditions as it may deem necessary the exercise of the rights specified in Article 2 of the present Agreement, whenever the said Contracting Party has no proof that the airlines have their principal place of business in the territory of the Contracting Party designating them and that they hold a current Air Operator's Certificate (AOC) issued by the said Contracting Party.

5. Having received the operating authorisation, provided for under paragraph 2 of this Article, the designated airlines may at any time operate the agreed services.

Article 6 Revocation and Suspension of Operating Authorisation

1. Each Contracting Party shall have the right to temporarily or permanently revoke, suspend, limit or withhold the operating authorisation for the exercise of the rights specified in Article 2 of the present Agreement by the designated airlines of the other Contracting Party or to impose such conditions as it may deem necessary on the exercise of such rights, if:

   a. it has no proof that the said airlines have their principal place of business in the territory of the Contracting Party designating them and that they hold a current Air Operator's Certificate (AOC) issued by the said Contracting Party, or

   b. the said airlines fail to comply with or have seriously infringed the laws or regulations of the Contracting Party granting these rights, or

   c. the said airlines fail to operate the agreed services in accordance with the conditions prescribed under the present Agreement.

2. The rights established by this Article shall be exercised only after consultation with the other Contracting Party, unless immediate action is essential to prevent further infringements of laws and regulations.

Article 7 Aviation Security

1. In accordance 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 the present 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 an 23 September 1971, its Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991, as well as with any other convention and protocol relating to the security of civil aviation which both Contracting Parties adhere to.

2. The Contracting Parties shall provide upon request all 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 Organisation and designated as Annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties; they shall require that operators of aircraft of their registry or operators of aircraft 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 of this Article required by the other Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

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

6. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorisation and technical permissions of the airlines of that Contracting Party. When required by an emergency, a Contracting Party may take interim action prior to the expiry of fifteen (15) days.

Article 8 Aviation Safety

1. Each Contracting Party shall recognise as valid, for the purpose of operating the agreed services provided for in the present Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the other Contracting Party and still in force, provided that the requirements for such certificates or licenses at least equal the minimum standards that may be established pursuant to the Convention.

2. Each Contracting Party may, however, refuse to recognise as valid for the purpose of flights above its own territory, certificates of competency and licenses granted to or validated for its own nationals by the other Contracting Party or by a third country.

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

4. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days shall be grounds for the application of Article 6 of this Agreement.

5. Notwithstanding the obligations mentioned in Article 33 of the Convention it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of the designated airlines of one Contracting Party on services to or from the territory of another Contracting Party may, while within the territory of the other Contracting Party, be 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.

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

   a. serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at 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.

7. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the designated airlines of one Contracting Party in accordance with paragraph 5 above is denied by the representative of that designated airlines, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph 6 above arise and draw the conclusions referred in that paragraph.

8. Each Contracting Party reserves the right to suspend or vary the operating authorisation of the designated airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to ensure the safety of an airline operation.

9. Any action by one Contracting Party in accordance with paragraphs 4 or 8 above shall be discontinued once the basis for the taking of that action ceases to exist.

Article 9 Exemption of Duties and Taxes

1. On arriving in the territory of the other Contracting Party, aircraft operated on international services by the designated airlines of one Contracting Party, as well as their normal equipment, supplies of fuel and lubricants, aircraft stores including food, beverages and tobacco carried on board such aircraft, shall be exempt from all duties or taxes, provided such equipment, supplies and stores remain on board the aircraft until they are re-exported.

2. There shall also be exemptions from the same duties and taxes, with exception of charges based on the cost of the service provided in respect of:
   a. aircraft stores taken on board in the territory of one Contracting Party, within the limits fixed by the authorities of the said Contracting Party, and intended for use on board the aircraft operated on an international service by the designated airlines of the other Contracting Party;

   b. spare parts (including engines) and normal board equipment introduced into the territory of one Contracting Party for the servicing, maintenance,

or repair of an aircraft of the designated airlines of the other Contracting Party used in international air services;

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

d. the necessary documents used by the designated airlines of one Contracting Party including transportation documents, airway bills and advertising material, as well as motor vehicles, material and equipment which may be used by the designated airlines for commercial and operational purposes within the airport area provided such material and equipment serve the transportation of passengers and freight.

3. The normal board equipment, as well as the materials and supplies retained on board the aircraft operated by the designated airlines of one Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that territory. In such a case, they may be placed under the supervision of the said authorities until they are re-exported or otherwise disposed of in accordance with customs regulations.

4. The exemptions provided for by this Article shall also be available in situations where the designated airlines of either Contracting Party have entered into arrangements with other airlines 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 provided such other airlines similarly enjoy such exemptions from such other Contracting Party.

Article 10 Direct Transit

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

Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article 11 User Charges

1. Each Contracting Party shall use its best efforts to ensure that user charges imposed or permitted to be imposed by its competent authorities on the designated airlines of the other Contracting Party are just and reasonable. They shall be based on sound economic principles.

2. Charges for the use of airport and air navigation facilities and services offered by one Contracting Party to the designated airlines of the other Contracting Party shall not be higher than those which have to be paid by its national aircraft operating on scheduled international services.

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

Article 12 Commercial Activities

1. The designated airlines of one Contracting Party shall be permitted to maintain adequate representations in the territory of the other Contracting Party. These representations may include commercial, operational and technical staff which may consist of transferred or locally engaged personnel.

2. For the commercial activities the principle of reciprocity shall apply. The competent authorities of each Contracting Party will take all necessary steps to ensure that the representations of the airlines designated by the other Contracting Party may exercise their activities in an orderly manner.

3. In particular, each Contracting Party grants to the designated airlines of the other Contracting Party the right to engage in the sale of air transportation in its territory directly and, at the airlines' discretion, through its agents. The airlines 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 of other countries.

4. The designated airlines of either Contracting Party may enter into marketing arrangements such as blocked space, code sharing or other commercial arrangements, with airlines of either Contracting Party, or airlines of a third country, provided that such airlines hold the appropriate operational authorisation.

Article 13 Leasing

1. Either Contracting Party may prevent the use of leased aircraft for services under the present Agreement which does not comply with Articles 7 (Aviation Security) and 8 (Aviation Safety).

2. Subject to paragraph 1 above, 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 14 Conversion and Transfer of Revenues

The designated airlines shall have the right to convert and remit to their country, at the official rate of exchange, receipts in excess of sums locally disbursed in due proportion to the carriage of passengers, baggage, cargo and mail. If payments between the Contracting Parties are regulated by a special agreement, this special agreement shall apply.

Article 15 Tariffs

1. Each Contracting Party may require notification to or filing with its aeronautical authorities of tariffs for international air services operated pursuant to the present Agreement.

2. Without limiting the application of general competition and consumer law in each Contracting Party, intervention by the Contracting Party shall be limited to:

   a. the prevention of unreasonably discriminatory tariffs or practices;

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

   c. the protection of airlines from tariffs that are artificially low because of direct or indirect governmental subsidy or support.

3. Neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a tariff proposed to be charged or charged by the designated airlines of either Contracting Party for international air services between the territories of the Contracting Parties. If either Contracting Party believes that any such tariff is inconsistent with the consideration set forth in this Article, it shall request consultations and notify the other Contracting Party of the reasons for its dissatisfaction within fourteen (14) days from receiving the filing. These consultations shall be held not later than fourteen (14) days after receipt of the request. Without a mutual agreement, the tariff shall go into effect or continue in effect.

Article 16 Time-table Submission

1. Each Contracting Party may require notification to its aeronautical authorities of the envisaged time-tables by the designated airlines of the other Contracting Party no less than thirty (30) days prior to the operation of the agreed services.

   The same procedure shall apply to any modification thereof.

2. For supplementary flights which the designated airlines of one Contracting Party wishes to operate on the agreed services outside the approved time-table it has to request prior permission from the aeronautical authorities of the other Contracting Party. Such request shall usually be submitted at least fifteen (15) days before operating such flights.

Article 17 Provision of Statistics

The aeronautical authorities of both Contracting Parties shall supply each other, on request, with periodic statistics or other similar information relating to the traffic carried on the agreed services.

Article 18 Consultations

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

Such consultations, which may be between the aeronautical authorities, shall begin at the earliest possible date but not later than sixty (60) days from the date the other Contracting Party receives the written request, unless otherwise agreed by the Contracting Parties. Each Contracting Party shall prepare and present during such consultations relevant evidence in support of its position in order to facilitate informed, rational and economic decisions.

Article 19 Settlement of Disputes

1. Any dispute arising under the present Agreement, which cannot be settled by direct negotiations or through diplomatic channels, shall, at the request of either Contracting Party, be submitted to an arbitral tribunal.

2. In such a case, each Contracting Party shall nominate an arbitrator and the two arbitrators shall appoint a president, national of a third State. If within two (2) months after one of the Contracting Parties has nominated its arbitrator, the other Contracting Party has not nominated its own, or, if within the month following the nomination of the second arbitrator, both arbitrators have not agreed on the appointment of the president, each Contracting Party may request the President of the Council of the International Civil Aviation Organisation to proceed with the necessary nominations.
3. The arbitral tribunal shall determine its own procedure and decide on the distribution of the cost of the procedure.

4. The Contracting Parties shall comply with any decision delivered in application of this Article.

Article 20 Modifications

1. If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, such modification shall enter into farce when the Contracting Parties will have notified each other of the fulfilment of their legal procedures.

2. Modifications to the Annex of the present Agreement may be agreed directly between the aeronautical authorities of the Contracting Parties. They shall be applied provisionally from the date they have been agreed upon and enter into force when confirmed by an exchange of diplomatic notes.

3. In the event of the conclusion of any general multilateral convention concerning air transport by which both Contracting Parties become bound, the present Agreement shall be modified so as to conform with the provisions of such convention.

Article 21 Termination

1. Each Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate the present Agreement. Such notice shall be sent simultaneously to the International Civil Aviation Organisation.

2. The Agreement shall terminate at the end of a time-table period during which twelve (12) months after the date of receipt of the notice will have elapsed, unless the notice is withdrawn by mutual agreement of the Contracting Parties before the end of this period.

3. In default of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the date on which the International Civil Aviation Organisation will have received communication thereof.

Article 22 Registration

The present Agreement and all amendments thereto shall be registered with the International Civil Aviation Organisation.

Article 23 Entry into Force

The present Agreement shall enter into force when the Contracting Parties will have notified to each other by the exchange of diplomatic notes the fulfilment of their legal formalities with regard to the conclusion and the entering into force of international agreements. The date of entry into force shall be the date of the last notification.

Upon entry into force, the present Agreement shall supersede the Agreement between the Swiss Confederation and the Republic of Rwanda relating to Air Services, dated 21 January 1974.

In witness thereof the undersigned being duly authorised by their respective Governments have signed the present Agreement.

DONE in duplicate at Bern on this day of 22nd of May 2017 in the English and French languages, both texts being equally authentic. In case of any divergence of implementation, interpretation or application, the English text shall prevail.

For the Government of the Republic of Rwanda:

Hon. MUSHIKIWABO Louise
Minister of Foreign Affairs and Cooperation

For the Swiss Federal Council:

Federal Councillor Didier Burkhalter
Head of the Federal Department of Foreign Affairs

ANNEX

ROUTE SCHEDULES

I. Routes on which air services may be operated by the designated airlines of Switzerland:

From points behind Switzerland via Switzerland and intermediate points* to Rwanda and to any points beyond*.

II. Routes on which air services may be operated by the designated airlines of Rwanda:

From points behind Rwanda via Rwanda and intermediate points* to any points in Switzerland and to any points beyond*.

* 5th freedom traffic rights may be agreed between the aeronautical authorities of both Contracting Parties.

NOTES:

Each designated airline of either Contracting Party may, on any or all flights and at its option:

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 the designated points in the territories of the Contracting 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 may 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 the present Agreement; provided that the service serves a point in the territory of the Contracting Party designating the airlines.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 65/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati y' Inama Yunze Ubumwe y'Ubusuwisi na Guverinoma ya Repubulika y'u Rwanda ajyanye no Gutwara Abantu n'Ibintu mu Kirere ku buryo buhoraho, yashyiriweho umukono i Berne mu Busuwisi ku wa 22/05/2017

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Law n° 65/2019 of 25/10/2019 approving the ratification of the Agreement between the Swiss Federal Council and the Government of the Republic of Rwanda relating to scheduled Air Services, signed at Bern, Switzerland on 22/05/2017

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à la Loi n° 65/2019 du 25/10/2019 approuvant la ratification de l'Accord relatif aux services aériens réguliers entre le Conseil Fédéral Suisse et le Gouvernement de la République du Rwanda, signé à Berne en Suisse le 22/05/2017

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEGEKO N° 66/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA TOGO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 22/05/2018

LAW N° 66/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF TOGO, SIGNED AT KIGALI, RWANDA ON 22/05/2018

LOI N° 66/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD RELATIF AU TRANSPORT AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE TOGOLAISE, SIGNÉ À KIGALI LE 22/05/2018

ISHAKIRO

Ingingo ya mbere: Kwemera kwemeza burundu

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

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ITEGEKO N° 66/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA TOGO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 22/05/2018

LAW N° 66/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF TOGO, SIGNED AT KIGALI, RWANDA ON 22/05/2018

LOI N° 66/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD RELATIF AU TRANSPORT AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE TOGOLAISE, SIGNÉ À KIGALI AU RWANDA LE 22/05/2018

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

INTEKO ISHINGA AMATEGEKO YEMEJE NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA

THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA

LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA

INTEKO ISHINGA AMATEGEKO:

THE PARLIAMENT:

LE PARLEMENT:

Umutwe w'Abadepite, mu nama yawo yo ku wa 10 Nzeri 2019;

The Chamber of Deputies, in its session of 10 September 2019;

La Chambre des Députés, en sa séance du 10 septembre 2019;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176;

Imaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Togo ajyanye

After consideration of the Air Transport Agreement between the Government of the Republic of Rwanda and the Government of

Après examen de l'Accord relatif au transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la

no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Kigali mu Rwanda ku wa 22/05/2018;

the Republic of Togo, signed at Kigali, Rwanda on 22/05/2018;

République Togolaise, signé à Kigali au Rwanda le 22/05/2018;

YEMEJE:

ADOPTS:

ADOPTE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Togo ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Kigali mu Rwanda ku wa 22/05/2018, ari ku mugereka, yemerewe kwemezwa burundu.

Article One: Approval for ratification

The Air Transport Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Togo, signed at Kigali, Rwanda on 22/05/2018, in annex, is approved for ratification.

Article premier: Approbation pour ratification

L'accord relatif au transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Togolaise, signé à Kigali au Rwanda le 22/05/2018, en annexe, est approuvé pour ratification.

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.

Article 2: Drafting, consideration and adoption of this Law

This Law was drafted in English, considered and adopted in Ikinyarwanda.

Article 2: Initiation, examen et adoption de la présente loi

La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Article 3: Commencement

This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Article 3: Entrée en vigueur

La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
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Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 66/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA TOGO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 22/05/2018

ANNEXE TO LAW N° 66/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF THE AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF TOGO, SIGNED AT KIGALI, RWANDA ON 22/05/2018

ANNEXE À LA LOI N° 66/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD RELATIF AU TRANSPORT AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE TOGOLAISE, SIGNÉ À KIGALI LE 22/05/2018

ACCORD RELATIF AU TRANSPORT AERIEN

ENTRE

GOUVERNEMENT DE LA REPUBLIQUE DU RWANDA

ET

LE GOUVERNEMENT DE LA REPUBLIQUE TOGOLAISE

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Préambule

Le Gouvernement de la République du Rwanda et le Gouvernement de la République Togolaise (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;

Étant Parties au traité établissant la Communauté Economique Africaine adopté à Abuja au Nigeria le 3 juin 1991 et qui est entré en vigueur le 12 mai 1994;

Étant Parties à la Décision relative à la mise en ceuvre de la Déclaration de Yamoussoukro concernant la libéralisation de l'accès aux marchés du transport aérien en Afrique, signée le 14 novembre 1999 et approuvée par les Chefs d'Etats de l'OUA en Juillet 2000;

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 et dans le cas de la République Togolaise, le Ministre en charge de l'Aviation Civile 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;

d) «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 ;

e) « Convention » signifie la Convention relative à l'aviation civile internationale ouverte à la signature à Chicago le 7 decembre 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;

f) «OACI» signifie l'Organisation de l'Aviation Civile Internationale;

g) [« 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 cette contrepartie; (ou renvoi à la définition de la Décision de Yamoussoukro)

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 » designe les routes figurant au tableau des routes annexé au présent Accord ;

j) « services agrées » signifie les services aériens réguliers de transport, distincts ou combinés, de passagers, de courrier et de fret, effectués moyennant rémunération sur les routes specifiées;

k) « 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 ;

n) « 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 ;

p) Décision de Yamoussoukro : Décision relative à la mise en oeuvre de la déclaration de Yamoussoukro concernant la libéralisation de l'accés aux marchés du transport aérien en Afrique, signée le 14 novembre 1999 et approuvé par les Chefs d'Etats de l'OUA en juillet 2000.

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 specifiées aux tableaux figurant à l'Annexe. Sous réserve des dispositions du présent Accord, l'entreprise designée 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.

   d) du droit d'embarquer ou de débarquer les passagers, les merchandises et courriers en provenance ou à destination de tout Etat signataire de la Décision de Yamoussoukro. Les points au-delà du territoire des Etats signataires de la Décision de Yamoussoukro seront soumis à l'approbation des Autorités Aéronautiques compétentes.

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.

Article 3
Désignation et autorisation

1. Chaque Partie a le droit de désigner pa 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 de transport aérien soit éligible selon les termes de l'Article 6.9 de la Décision ;

   b) l'entreprise de transport aérien est implanté et a son siège social sur le territoire d'un Etat lié par la Décision ;

   c) l'entreprise de transport aérien détient une licence de services aériens et un Certificat de Transporteur Aérien valides délivrés par l'Autorité compétente d'un Etat lié par la Décision ;

   d) l'entreprise soit sous le contrôle réglementaire effectif de la Partie Contractante qui la désigne ;

   e) 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) ;

   f) 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 designee 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

1. 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.

2. Chaque Partie Contractante se réserve cependant le droit de ne pas reconnaitre, 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.

3. 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 de s'assurer que la pratique remise en question est acceptable pour elle.

Article 7
Sécurité aérienne

1. Cheque 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 common 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.

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

a) des motifs sérieux de penser qu'un aéronef ou son exploitation ne respecte pas les normes minimales en vigueur 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 conformement 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 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 decembre 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 designées 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 it 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 débuteront 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 possibilites équitables et égales d'exploiter des vols sur toute route convenue entre les territoires des deux Parties Contractantes.

2. 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.

3. 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.

4. 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;

b) 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

1. 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.

2. Dans le cas de vols supplémentaires que l'entreprise désignée dune 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

1. 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.

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

3. 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

1. 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.

2. 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.

3. 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 intemationaux similaires au moment où sont conclues les modalités de leur utilisation.

Article 16
Droits de douane

1. 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.

2. 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.

3. 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.

4. 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.

5. 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

1. 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 aérieriens 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.

2. 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.

3. 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.

4. 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.

5. 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

1. 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.

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

Article 19
Consultations

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

2. 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

1. En cas de différend entre les Parties Contractantes au sujet de l'interpretation ou de l'application du présent Accord, les Parties Contractantes s'efforcent en premier lieu de le régler par voie de négociations.

2. 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.

3. 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.

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

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

6. 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

1. 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.

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

3. 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

1. 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.

2. 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.

3. 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 constitutionneiles 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 Kigali, le 22 Mai 2018 en deux (2) exemplaires originaux, en langue française, les deux textes faisant également foi.

POUR LE GOUVERNEMENT DE LA REPUBLIQUE DU RWANDA

Ir. Jean de Dieu UWIHANGANYE

Secrétaire d'Etat en charge des Transports

POUR LE GOUVERNEMENT DE LA REPUBLIQUE TOGOLAISE

Ninsao GNOFAM

Ministre des Infrastructures et des Transports

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:

a) **Routes exploitées par la ou (les) entreprise (s) désignée(s) de la République Togolaise:**

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

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

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

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 66/2019 ryo ku wa 25/10/2019 kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Togo ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Kigali mu Rwanda ku wa 22/05/2018

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Law n° 66/2019 of 25/10/2019 approving the ratification of the Air Transport Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Togo, signed at Kigali, Rwanda on 22/05/2018

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à la loi n° 66/2019 du 25/10/2019 approuvant la ratification de l'Accord relatif au transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Togolaise, signé à Kigali le 22/05/2018

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République :

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEGEKO N° 67/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA ZAMBIYA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I LUSAKA MURI ZAMBIYA KU WA 19/06/2017

LAW N° 67/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA, SIGNED AT LUSAKA, ZAMBIA ON 19/06/2017

LOI N° 67/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD BILATÉRAL RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE ZAMBIE, SIGNÉ À LUSAKA EN ZAMBIE LE 19/06/2017

ISHAKIRO

Ingingo ya mbere: Kwemera kwemeza burundu

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

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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 10 Nzeri 2019;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;

Imaze gusuzuma amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Zambiya ajyanye no Gutwara Abantu n'Ibintu mu

LAW N° 67/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA, SIGNED AT LUSAKA, ZAMBIA ON 19/06/2017

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 session of 10 September 2019;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;

After consideration of the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the

LOI N° 67/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD BILATÉRAL RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE ZAMBIE, SIGNÉ À LUSAKA EN ZAMBIE LE 19/06/2017

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 10 septembre 2019;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176;

Après examen de l'Accord bilatéral relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de

Kirere, yashyiriweho umukono i Lusaka muri Zambiya ku wa 19/06/2017;

YEMEJE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Zambiya ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Lusaka muri Zambiya ku wa 19/06/2017, ari ku mugereka, yemerewe kwemezwa burundu.

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.

Ingingo ya 3: Igihe iri tegeko ritangirira gukurikizwa

Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Government of the Republic of Zambia, signed at Lusaka, Zambia on 19/06/2017;

ADOPTS:

Article One: Approval for ratification

The Bilateral Air Services Agreement between Government of the Republic of Rwanda and the Government of the Republic of the Zambia, signed at Lusaka, Zambia on 19/06/2017, in annex, is approved for ratification.

Article 2: Drafting, consideration and adoption of this Law

This Law was drafted in English, considered and adopted in Ikinyarwanda.

Article 3: Commencement

This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda**.**

la République de Zambie, signé à Lusaka en Zambie le 19/06/2017;

ADOPTE:

Article premier: Approbation pour ratification

L'Accord bilatéral relatif aux Services Aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Zambie, signé à Lusaka en Zambie le 19/06/2017, en annexe, est approuvé pour ratification.

Article 2: Initiation, examen et adoption de la présente loi

La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.

Article 3: Entrée en vigueur

La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 67/2019 RYO KU WA 25/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA ZAMBIYA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I LUSAKA MURI ZAMBIYA KU WA 19/06/2017

ANNEX TO LAW N° 67/2019 OF 25/10/2019 APPROVING THE RATIFICATION OF BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA, SIGNED AT LUSAKA, ZAMBIA ON 19/06/2017

ANNEXE À LA LOI N° 67/2019 DU 25/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD BILATÉRAL RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE ZAMBIE, SIGNÉ À LUSAKA EN ZAMBIE LE 19/06/2017

BILATERAL AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA

Preamble

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

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

Acknowledging the importance of air transportation as a means of creating and preserving friendship, understanding and co-operation between the peoples of both Contracting Parties;

Desiring to conclude an Agreement for the establishment of air services between their territories and beyond and to promote, as much as possible, all forms of useful cooperation in the air transport sector;

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

Anxious to guarantee the highest level of safety and security in international air transport;

Hereby agree as follows:

ARTICLE 1
DEFINITIONS

1. For the purpose of this Agreement and its Annexes, unless the context otherwise requires:

a) 'Aeronautical Authorities' means: In case of the Republic of Zambia, the Minister of Transport and Communications and/or any persons or body authorised to perform such functions, and in case of the Republic of Rwanda, the Minister responsible for Civil Aviation and/or any persons or body duly authorised to perform the functions at present exercised by the said Ministers.

b) 'Agreed Services' means: regular air services for the transportation of passengers, cargo and mail on the routes specified in the Annex to this agreement.

c) 'Agreement' means: this Agreement, its Annexes and any amendments to it.

d) 'Aircraft Equipment', 'Aircraft stores' and 'Spare Parts' have the meanings assigned to them in Annex 9 to the Convention.

e) 'Air Service', 'International Air Services', 'Airline(s)', and 'stop for non traffic purposes' have the meanings assigned to them in Article 96 of the Convention.

f) 'Territory' in relation to a State has the meaning assigned to it in Article 2 of the Convention;

g) Air transportation' means the public carriage by aircraft of passengers, baggage, cargo and mail separately or in combination, for remuneration or hire.

h) Code sharing': means a commercial arrangement whereby passengers of two or more airlines travel together on one aircraft bearing the airlines flight codes of two or more airline(s).

i) Countries bound by the Yamoussoukro Decision;

i. The African States signatories to the Abuja Treaty and who have not filed formal notification to withdraw from the Yamoussoukro Decision; and

ii. Any other Country which though not Party to the said Treaty, has decided in writing its intention to be bound by the Yamoussoukro Decision.

j) 'Convention' means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944 including any Annex adopted in accordance with Article 90 of the said Convention as well as any amendment to the Annexes or to the Convention Itself, adopted in accordance with Articles 90 and 94 of the very Convention, provided that these Annexes and amendments shall have been adopted and ratified by both Contracting Parties.

k) 'Designated airlines': means an air transport company which has been designated by one of the Contracting Party and authorised by the other Contracting Party to perform agreed services in conformity with Articles 3 and 4 of this Agreement.

l) 'Decision': means the Decision relating to the implementation of the Yamoussoukro Declaration concerning the Liberalization of Access of Air Transport of 14 November 1999 as endorsed by the AU Heads of States on 11 July 2000 including the appendices and amendments.

m) 'Schedule services': means those services operated regularly by designated airline according to schedules published in advance to cover a timetable season.

n) 'Specified route': means the air route as set forth in the Annex to this Agreement on which the agreed service may be operated.

o) 'Tariffs': means charges for the carriage of passengers, baggage and cargo, "as well as conditions upon which these charges are based.

p) 'User charges': means fees or rates levied for the use of airport, navigation facilities, and other related services offered by one Contracting Party to the other.

ARTICLE 2
Granting 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 to this Agreement.

2. Subject to the provisions of this Agreement, the airline(s) designated by 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 its territory for non-traffic purposes; and

   c) the right to make stops in the territory of the other Contracting Party at the points on the routes specified in the Route Schedule to this Agreement for the purpose of taking on board and disembarking passengers, cargo and mail either in combination or separately.

3. Each Contracting Party grants rights to the other Contracting Party to embark or disembark passengers, cargo and mail from a designated point in Zambia and Rwanda via an intermediate point in Europe or elsewhere.

ARTICLE 3
APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party governing, on its own territory, the entry, sojourn or departure of aircraft engaged in international air services as well as the operation and navigation of the aircraft shall be observed by the designated airline of the other Contracting Party at the entry, sojourn and inside the territory of that Contracting Party.

2. The laws and regulations of one Contracting 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 designated airline of the other Contracting Party while they are within the said territory.

3. Neither Contracting Party shall give preferential treatment to its own or any other airline over the airline of the other Contracting Party which offers similar international services in the application of those regulations mentioned in paragraphs 1 and 2 of this Article, as well as in the use of airports, air routes, air traffic services and related installations under its control.

ARTICLE 4
DESIGNATION AND OPERATING AUTHORISATION

1. Each Contracting Party shall have the right to designate, through diplomatic channels, one or more airline(s) for the purpose of operating the agreed services on routes specified in the Annex.

2. Each Contracting Party shall, by use of a diplomatic note to the other Contracting Party, have the right to withdraw the designation of one airline and designate another.

3. Upon receipt of such a designation, and of application from the designated airline, in the form and manner prescribed for operating authorisation, each Contracting Party shall, subject to its own laws and regulations and without delay, grant to the airline so designated all the necessary operating authorisations.

4. Upon receipt of these authorisations, the designated airline may at any time begin to operate the agreed services, wholly or in part, provided that the airline complies with the applicable provisions of this Agreement and that tariffs are established in conformity with the provisions of Article 12 of this Agreement.

ARTICLE 5
REVOCATION AND SUSPENSION OF OPERATING AUTHORISATION

1. Each Contracting Party shall have the right to refuse, revoke, suspend, temporarily or permanently, the authorisations mentioned in Article 4 of this Agreement in regard to the designated airline, where the Contracting Party receiving the designation:

   a) is not satisfied that ownership and principal place of business of the designated airline are in the territory of the Contracting Party designating the airline;

   b) is not satisfied that the Contracting Party designating the airline has and maintains effective regulatory control of the airline;

   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;

   d) the other Contracting Party designating the airline is not maintaining and administering the standards as set forth in Article 6 (Satety) 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 it is absolutely necessary to take immediate action to prevent breaking of rules and regulations mentioned above, the rights expressed in paragraph 1 of this Article shall be exercised only after consultation with aeronautical authorities of the other Contracting Party in conformity with Article 14 of this Agreement.

ARTICLE 6
SAFETY

1. Each Contracting Party shall recognise as valid, for the purpose of operating the agreed services provided for in the present Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the other Contracting Party and still in force, provided that the requirements for such certificates or licenses at least equal the minimum standards that may be established pursuant to the Convention.

2. Each Contracting Party may, however, refuse to recognize as valid for the purpose of flight above its own territory, certificates of competency and licenses granted to or validated for its own nationals by the other Contracting Party or by third Country.

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

4. If following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 3 of this Article that meet the standards established at the time pursuant to the Convention, the other Contracting Party shall be informed of such findings and of the steps considered necessary to conform with the standards of the International Civil Aviation Organisation. The Other Contracting 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 operated by, or on behalf of an airline of one Contracting Party, on service to or from the territory of the other Contracting Party, may, while within the territory of the other Contracting Party be the subject of a search by the authorised representatives of the other Contracting Party, provided 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 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. When urgent action is essential to ensure the safety of an airlines operation, each Contracting Party reserves the right to immediately suspend or vary the operating authorisation of an airline or airlines of the other Contracting Party.

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

ARTICLE 7
AVIATION SECURITY

1. The Contracting Parties reaffirm that their obligation to protect, in their mutual relationship, Civil Aviation against acts of unlawful interference, in order to ensure security, shall form an integral part of this Agreement.

2. The Contracting Parties shall; on mutual agreement, 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 to the security of civil aviation.

3. The Contracting Parties shall conform to the provisions of the Convention relating to offences and certain other acts committed on board aircraft, signed in TOKYO on 14 September 1963, the Convention for the suppression of unlawful seizure of Aircraft signed in the HAGUE on 16 December 1970, and two Conventions for the suppression of Unlawful Acts against the Safety of Civil Aviation, signed in Montreal respectively on 23 September 1971 and 24 February 1988.

4. The Contracting Parties, in their mutual agreement, shall conform to the provisions relating to Aviation Security which have been established by the International Civil Aviation Organization and are designated as Annexes to the Convention on International Civil Aviation, in so far as these provisions apply to the said Contracting Parties; they shall require that operators of aircraft registered with them, or operators whose business headquarters or permanent residence is on their territory, and operators of airports situated on their territory, conform to the provisions relating to Aviation Security.

5. Each Contracting Party shall commit itself to observe the provisions of security established by the other Contracting Party for the entry into its territory, and 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 increases in the threat.

6. Each Contracting Party agrees that its airline may be required to observe the aviation security provisions referred to in paragraph (3) required by the other Contracting Party, for entrance into, departure from, or while within, the territory of that other Contracting Party. Each
Contracting Party shall also act favorably upon any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

7. 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 such an incident or threat as rapidly as possible, commensurate with adequate safety precautions.

8. If one of the Contracting Parties deviates from the arrangements related to Aviation Security as stated in this Article, the aeronautical authority of the other Contracting Party may demand for immediate consultations with the aeronautical authority of the said Contracting Party.

9. Failure to come to a satisfactory understanding within a period of thirty (30) days will then call for the applications of Article 6 of this Agreement.

ARTICLE 8
EXEMPTION OF CUSTOMS DUTIES AND TAXES

1. Each Contracting Party shall exempt the designated airline of the other Contracting Party from any importation restrictions, customs duties, excise taxes, inspection fees and other taxes and similar national, regional or local charges on aircraft, fuels, lubricants, consumable technical supplies, spare parts including engines, standard aircraft equipment, ground equipment, on board provisions (including liquors, tobacco and other articles for specific use for the operation or maintenance of aircraft of the designated airline by the other Contracting Party providing the agreed services, as well as the stock of tickets, airway bill, printed matter bearing the airline logo and any current promotional material freely distributed by the designated airline.

2. The exemptions granted in accordance with this Article shall apply to, items referred to in paragraph 1 of this Article, whether such items are utilized or not, or whether they are wholly consumed on the territory of the Contracting Party granting the exemption, when they are:

   a) introduced on the territory of one of the Contracting Parties by the designated airline of the other Contracting Party or on its behalf, provided that such items shall not be alienated on the territory of the said Contracting Party;

   b) retained on board the aircraft of the designated airline of one of the Contracting Parties upon arriving in or leaving the territory of the other Contracting Party; and

c) taken on board the aircraft of the designated airline of one of the Contracting Parties from the territory of the other contracting Party and, intended to be used in the provision of the agreed services.

3. Aircraft standard equipment and ground equipment, as well as supplies and provisions normally carried on board aircraft of the Contracting Parties, shall not be off-loaded on the territory of the other Contracting Party without approval of that territory's customs authorities. In case they are, such items may be kept under surveillance of the said authorities until they are re-exported or otherwise disposed of in conformity with the customs regulations.

4. Luggage and cargo in direct transit shall be exempted from customs duties and any other taxes.

5. The relief provided by this Article shall also be available in situations where the designated airline or airlines of one Contracting Party have entered into arrangements with another airline or airlines for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraph (1) of this Article, provided such other airline or airlines similarly enjoy such relief from such other Contracting Party.

ARTICLE 9
CAPACITY

1. The designated airlines of both Contracting Parties shall benefit from fair and equal opportunity in operation of agreed services between their respective territories and beyond on routes specified in the Annex to this Agreement.

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

3. The agreed services provided by the designated airlines of the Contracting Party shall bear a close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision at a reasonable load factor of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers and cargo, including mail, coming from or destined to the territory of the Contracting Party which has designated the airline, and Countries of final destination of the traffic.

4. The designated airlines shall submit for approval, not later than 30 days before starting operations of the agreed services, their programs to the Aeronautical Authorities of both Contracting Parties. These programs will include among others the type of service, types of aircraft, frequency of service and flight time tables. This also applies to any subsequent change. In some particular cases, the sequence of notification may be reduced subject to consent of both authorities.

ARTICLE 10
CHANGE OF GAUGE

A designated airline may, for the purpose of continuing a flight, change the type of aircraft used at any point on the whole sector or parts thereof.

ARTICLE 11
TARIFFS

1. Each Contracting Party shall allow tariffs for air transportation to be established by each designated airline based upon commercial considerations in the market place. Intervention by the Contracting Parties shall be limited to:

   a) prevention of unreasonably discriminatory tariffs or practices;

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

   c) protection of airlines from tariffs that is artificially low.

2. Each Contracting Party may require notification to or filing with its aeronautical authorities of tariffs to be charged to or from its territory by airlines of the other Contracting Party. Notification of filing by the airlines of both Contracting Parties may be required no more than 30 days before the proposed date of effectiveness. In individual cases, notification of filing may be permitted on shorter notice.

3. If one Contracting Party believes that the tariff proposed to be charged by an airline of the other Contracting Party for international air transportation, between territories of the Contracting Parties is inconsistent with considerations set forth in paragraph (1) of this Article, it shall notify the other Contracting Party of the reasons for its dissatisfactions as soon as possible.

ARTICLE 12
USER CHARGES

1. Charges imposed in the territory of one of the Contracting Parties to the airline of the other Contracting Party for use of airports and other air navigation facilities by aircraft of the airline designated by the other Contracting Party shall not exceed those imposed to the designated airline of first Contracting Party providing similar international services;

2. Each Contracting Party shall encourage consultation on user charges between their competent charging authorities, and airlines using the services and facilities provided by those charging authorities, where practicable through those airlines representative organisations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their view before changes are effected.

3. Each contracting Party shall encourage the competent charging authorities to provide users with reasonable notice of any proposal for changes in user chargers to enable users to express their views before charges are effected.

ARTICLE 13
COMMERCIAL ACTIVITIES

1. Each designated airline has the right to sell air tickets on the territory of the other Contracting Party, directly and, at their own discretion, through their sales agents.

2. Each designated airline shall be given the right to sell such air tickets in the currency of that territory or, in any convertible currency on its free will. Everybody shall be entitled to such tickets provided they pay in the currency prescribed by the relevant air transport company.

3. Each Contracting Party shall give to the designated airline of the other Contracting Party the right to freely transfer the profit received on its territory. Such transfers shall be based on the basis of the open market rate of exchange at the time that the request of transfer was made by the designated airline of the other Contracting Party. These funds shall not be subject to any taxes except those normally charged by banks for such operations.

4. Each Contracting Party shall accord, on reciprocal basis, to the designated airline of the other Contracting Party an exemption from all kinds of tax on income or profit made by the said enterprise on the territory of the first Contracting Party in the air transport operations, as well as any tax on the turnover or the capital. This provision shall not apply if there is an available

agreement against double taxation providing for similar exemption between the two Contracting Parties.

ARTICLE 14
CONSULTATIONS

1. The Aeronautical authorities of both Contracting Parties shall consult each other from time to time in order to ensure that close cooperation exists on all matters concerning the implementation of this Agreement and its Annex.
2. Either Contracting Party may, at any time, request consultations relating to this Agreement. Such consultations shall begin within a period of sixty (60) days from the date of receipt of request to that effect.

ARTICLE 15
SETTLEMENT OF DISPUTES

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

2. If the Contracting Parties fail to reach a settlement of the dispute by negotiation, they may refer it to some person or body, or the dispute may at the request of either Contracting Party, be submitted to a tribunal of three arbitrators.

3. The arbitrating tribunal shall be constituted as follows: each Contracting Party shall appoint one arbitrator within a period of sixty (60) days from the time of receipt of the demand for arbitration, by means of diplomatic note. These two arbitrators shall, within an extra period of sixty (60) days, have agreed on the appointment of a third State, and shall act as the Chairman of the tribunal and shall be the one to decide the venue of arbitration. If one of the Contracting Parties does not name the arbitrator within the time specified, or the third arbitrator has not been designated within the time specified, then the President of the International Civil Aviation Organisation Council may be invited by one of the Contracting Parties to appoint an arbitrator or arbitrators depending on the case.

4. The Contracting Parties shall commit themselves to abide by whatever decision or judgment passed under the terms in paragraph 2 and 3 of this Article. If one of the Contracting Parties does not comply with such a decision, then the other Contracting Party will be free to apply Article 5 of this Agreement.

5. The costs of arbitration shall be shared equally by the Contracting Parties.

ARTICLE 16
EXCHANGE OF INFORMATION

1. Aeronautical Authorities of both Contracting Parties shall exchange as soon as possible, information concerning current authorisations to their respective airlines to operate services to destination, across or from the territory of the other Contracting Party, including copies of certificates and valid authorisation for the operation on specific routes as well as any changes, rules of exemption and lists of authorised services.

2. Each Contracting Party shall make sure that its designated airline(s) furnishes the Aeronautical Authority of the other Contracting Party and as soon as possible. Such information as copies of tariffs, timetables including any modifications thereof, as well as any permanent information required for the operations of the agreed services including the capacity offered on each of the specified routes and all other useful information in order to prove to the Aeronautical Authority of the other Contracting Party that the provisions of this Agreement are duly respected.

3. Each Contracting Party shall ensure that their designated airline supplies the aeronautical authority of the other Contracting Party with statistics of the traffic carried on the agreed services.

ARTICLE 17
RELATIONSHIP WITH CHICAGO CONVENTION

The provisions of this Agreement are forwarded and should cope with the Convention as far as they deal with International air services.

ARTICLE 18
REGISTRATION

The present Agreement and any amendment thereof shall be registered with the International Civil Aviation Organisation.

ARTICLE 19
ENTRY INTO FORCE

This Agreement shall enter into force on the date of its signature. The Contracting Parties shall notify each other of the accomplishment of the required constitutional formalities, and shall supersede any other Air Service Agreement in force.

IN WITNESS THEREOF, the undersigned, being duly authorised by their respective governments, hereby sign this Agreement.

Done at **Lusaka** this **19th** day of **June 2017**, in two originals in the English language.

FOR THE GOVERNMENT OF THE REPUBLIC OF RWANDA

Hon. Louise Mushikiwabo
Minister of Foreign Affairs and Cooperation

FOR THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA

Hon. Brian Mushimba
Minister of Transport and Communications

ANNEX TO THE AGREEMENT

Section I Route Schedule

For the designated airline(s) of the Republic of Zambia

Points in Zambia	Intermediate Point(s)	Points in Rwanda	Beyond Points
Lusaka	Any Point*	Kigali	Any Point*

*Points with Customs, Immigration and Quarantine (CIQ) Facilities.

Section II Route Schedule

For the designated airline(s) of the Republic of Rwanda

Points in Rwanda	Intermediate Point(s)	Points in Zambia	Beyond Points
Kigali	Any Point*	Lusaka	Any Point*

*Points with Customs, Immigration and Quarantine (CIQ) Facilities

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 67/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Zambiya ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Lusaka muri Zambiya ku wa 19/06/2017

Kigali, ku wa 25/10/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Law n° 67/2019 of 25/10/2019 approving the ratification of Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Zambia, signed at Lusaka, Zambia on 19/06/2017

Kigali, on 25/10/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à la Loi n° 67/2019 du 25/10/2019 approuvant la ratification de l'Accord bilatéral relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Zambie, signé à Lusaka en Zambie le 19/06/2017

Kigali, le 25/10/2019

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA Nº 012/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA ANGOLA AJYANYE N'IBIKORWA BYO GUTWARA ABANTU N'IBINTU MU KIRERE MU IFASI YAZO NO HANZE YAYO, YAKOREWE I KIGALI, KU WA 23 GICURASI 2018

PRESIDENTIAL ORDER Nº 012/01 OF 31/01/2020 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF ANGOLA FOR THE OPERATION OF AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES, DONE AT KIGALI, ON 23RD MAY 2018

ARRÊTÉ PRÉSIDENTIEL Nº 012/01 DU 31/01/2020 RATIFIANT L'ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE D'ANGOLA POUR L'OPÉRATION DES SERVICES AÉRIENS ENTRE LEURS TERRITOIRES RESPECTIFS ET AU-DELÀ, FAIT À KIGALI, LE 23 MAI 2018

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

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ITEKA RYA PEREZIDA Nº 012/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA ANGOLA AJYANYE N'IBIKORWA BYO GUTWARA ABANTU N'IBINTU MU KIRERE MU IFASI YAZO NO HANZE YAYO, YAKOREWE I KIGALI, KU WA 23 GICURASI 2018

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;

Dushingiye ku Itegeko n° 36/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Angola ajyanye n'Ibikorwa byo Gutwara Abantu n'Ibintu mu Kirere mu Ifasi yazo no hanze yayo, yakorewe i Kigali, mu Rwanda, ku wa 23 Gicurasi 2018;

Tumaze kubona Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Angola ajyanye n'Ibikorwa byo Gutwara Abantu n'Ibintu mu

PRESIDENTIAL ORDER Nº 012/01 OF 31/01/2020 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF ANGOLA FOR THE OPERATION OF AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES, DONE AT KIGALI, ON 23RD MAY 2018

We, KAGAME Paul,
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;

Pursuant to Law n° 36/2019 of 25/10/2019. approving the ratification of the Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Angola for the Operation of Air Services Between and Beyond their Respective Territories, done at Kigali, Rwanda, on 23 May 2018;

Considering the Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Angola for the Operation of Air Services Between and

ARRÊTÉ PRÉSIDENTIEL Nº 012/01 DU 31/01/2020 RATIFIANT L'ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE D'ANGOLA POUR L'OPÉRATION DES SERVICES AÉRIENS ENTRE LEURS TERRITOIRES RESPECTIFS ET AU-DELÀ, FAIT À KIGALI, LE 23 MAI 2018

Nous, KAGAME Paul,
Président de la République;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;

Vu la Loi n° 36/2019 du 25/10/2019 approuvant la ratification de l'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République d'Angola pour l'opération des services aériens entre leurs territoires respectifs et au-delà, fait à Kigali, au Rwanda, le 23 mai 2018;

Considérant l'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République d'Angola pour l'opération des services aériens entre

Kirere mu Ifasi yazo no hanze yayo, yakorewe i Kigali, ku wa 23 Gicurasi 2018;

Bisabwe na Minisitiri w'Ibikorwa Remezo;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE:

Ingingo ya mbere: Kwemeza burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Angola ajyanye n'Ibikorwa byo Gutwara Abantu n'Ibintu mu Kirere mu Ifasi yazo no hanze yayo, yakorewe i Kigali, ku wa 23 Gicurasi 2018, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.

Beyond their Respective Territories, done at Kigali, on 23rd May 2018;

On proposal by the Minister of Infrastructure;

After consideration and approval by the Cabinet;

HAVE ORDERED AND ORDER:

Article One: Ratification

The Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Angola for the Operation of Air Services Between and Beyond their Respective Territories, done at Kigali, on 23rd May 2018, annexed to this Order, is ratified and becomes fully effective.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.

leurs territoires respectifs et au-delà, fait à Kigali, le 23 mai 2018;

Sur proposition du Ministre des Infrastructures;

Après examen et adoption par le Conseil des Ministres;

AVONS ARRÊTÉ ET ARRÊTONS:

Article premier: Ratification

L'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République d'Angola pour l'opération des services aériens entre leurs territoires respectifs et au-delà, fait à Kigali, le 23 mai 2018, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

Article 2: Autorités chargées de l'exécution du présent arrêté

Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Article 3: Commencement

This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Article 3: Entrée en vigueur

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA Nº 012/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA ANGOLA AJYANYE N'IBIKORWA BYO GUTWARA ABANTU N'IBINTU MU KIRERE MU IFASI YAZO NO HANZE YAYO, YAKOREWE I KIGALI, KU WA 23 GICURASI 2018

ANNEX TO PRESIDENTIAL ORDER Nº 012/01 OF 31/01/2020. RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF ANGOLA FOR THE OPERATION OF AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES, DONE AT KIGALI, ON 23RD MAY 2018

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL Nº 012/01 DU 31/01/2020 RATIFIANT L'ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE D'ANGOLA POUR L'OPÉRATION DES SERVICES AÉRIENS ENTRE LEURS TERRITOIRES RESPECTIFS ET AU-DELÀ, FAIT À KIGALI, LE 23 MAI 2018

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF ANGOLA FOR THE OPERATION OF AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

The Government of the Republic of Angola 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;

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

Desiring to contribute to the progress of international civil aviation; and

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

Have agreed as follows:

ARTICLE 1

DEFINITIONS

For the purpose of this Agreement and its Annex unless the context otherwise requires:

(a) "Aeronautical Authority" means, in the case of the Republic of Angola the Minister responsible for Civil Aviation or any person or body authorised to perform any particular function to which this Agreement relates and, in the case of the Republic of Rwanda the Minister responsible for Civil Aviation or any person or body authorised to perform any particular function to which this agreement relates;

(b) "Agreed Services" means a scheduled international air service on the routes specified in the Annex to this Agreement for the transport of passengers, baggage, cargo and mail in accordance with agreed Capacity entitlements;

(c) "Agreement" means this Agreement, the Annex attached thereto, and any amendment of the Agreement or the Annex adopted in accordance with Article 18 of this Agreement;

(d) "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;

(e) "Annex" means the Annex attached to this Agreement or as amended in accordance with the provisions of Article 19 thereof, and for the purposes of this Agreement, the Annex forms an integral part hereof and all references to the Agreement shall include reference to the Annex unless the context otherwise requires;

(f) "Capacity" in relation to an aircraft means the payload of that aircraft available on a route or section of a route; and in relation to an Agreed 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 section of a route;

(g) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment to the Convention or Annexes under Articles 90 and 94 thereof in so far as those Annexes and amendments have become effective for or have been ratified by both Contracting Parties;

(h) "Designated Airline" means an airline which has been designated and authorised in accordance with Article 3 of this Agreement;

(i) "Specified Route" means a route specified in the Annex to this Agreement;

(j) "Tariff" means the prices to be charged for 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;

(k) "Territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;

(l) "User Charge" means a charge made to airlines for the provision for aircraft, their crews and passengers of airport and air navigation facilities, including related services and facilities.

ARTICLE 2

GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the following rights in respect of its scheduled international air services and non-scheduled 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 hereinafter specified in this Agreement for the purpose of operating scheduled International Air Services on the routes specified in the appropriate section of the

Annex to this Agreement. While operating an Agreed Service on a Specified Route respectively the airline(s) designated by each Contracting Party shall enjoy in addition to the rights specified in paragraph (1) of this Article and subject to the provisions of this Agreement, the right to make stops in the Territory of the other Contracting Party at the points specified for that route in the Annex to this Agreement for the purpose of taking on board and discharging passengers, baggage and cargo including mail.

3. Nothing in paragraph 2 of this Article shall be deemed to confer to a Designated Airline of one Contracting Party the right of taking up, in the Territory of the other Contracting Party, passengers, baggage, cargo or mail carried for remuneration or hire and destined for another point in the Territory of that other Contracting Party.

4. If because of armed conflict, serious political disturbance or other similar developments, or special and unusual circumstances, a Designated Airline of one Contracting Party is unable to operate a service on its normal routes, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangement of any such routes, including the temporary granting of alternative rights for such time as may be necessary to facilitate, subject to national requirements, continued operations.

5. For the purpose of the application of paragraphs 1, 2 and 4 of this Article, each Contracting Party may specify the routes to be followed above its Territory by any Designated Airline of the other Contracting Party and the airport(s) which may be used. When applying paragraph 2 and 4 of this Article, the provisions of this paragraph shall be applied without discrimination between the Designated Airlines of both Contracting Parties. However, nothing in this paragraph shall supersede the provisions contained in Article 5 of this Agreement or any agreed limitation on the operation of air services under this Agreement.

ARTICLE 3

DESIGNATION AND AUTHORISATION OF AIRLINES

1. Each Contracting Party shall have the right to designate one or more airlines for the purpose of operating the Agreed Services on the Specified Routes. Such designation(s) shall be effected by written notification between the Aeronautical Authorities, through diplomatic channels.

2. On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraph 3 and 4 of this Article, without unreasonable delay grant to the airline so designated the appropriate operating authorisations(s)

3. For the purpose of granting the appropriate operating authorisations, the Aeronautical Authority of one Contracting Party may require an airline designated by the other Contracting Party to satisfy it that it is qualified to fulfil 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. Where a 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, or that the said airline is incorporated and has its principal place of business in the Territory of the Contracting Party designating it, it shall have the right to:

   (a) refuse to grant the operating authorisation referred to in paragraph(2), or
   (b) Impose such conditions as it may deem necessary on the exercise by a Designated Airline of the rights specified in Article 2 of this Agreement.

5. When an airline has been so designated and authorised it may begin at any time to operate the Agreed Services, provided that:

   a) A tariff established in accordance with the provisions of Article 10 of this Agreement is in force; and
   b) A timetable has been filed in accordance with the provisions of 11 of this Agreement and has not been disapproved.

6. Each Contracting Party shall have the right by written notification between the Aeronautical Authorities of the Contracting Parties to replace an airline it has designated with another Designated Airline. The substitute airline shall have the same rights and be subject to the same obligations as the airline which it replaces.

ARTICLE 4
SUSPENSIONS AND REVOCATIONS

1. Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article 2 of this Agreement by a Designated Airline of 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 or in nationals of such Contracting Party or that the said airline is incorporated and has its principal place of business in the Territory of the Contracting Party designating it;
   b) In the case of failure by that airline to comply with the laws or regulations in force in the Territory of the Contracting Party granting these rights; or
   c) In any case where that airline fails to comply with a decision given under Article 17 of this Agreement; or
   d) In any case where that airline otherwise fails to operate the Agreed Services in accordance with the conditions prescribed under this Agreement.

2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further

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

ARTICLE 5

APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party relating to the admission to or departure from its Territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its Territory, shall apply to the aircraft of the airline(s) designated by the other Contracting Party as they are applied to its own and shall be complied with by such aircraft upon entrance into or departure from and 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 passengers, baggage, crew, mail or cargo of aircraft, including laws and regulations relating to entry, clearance, immigration, passports, customs, quarantine and sanitary measures shall be complied with by or on behalf of such passengers, baggage, crew, mail or cargo of the airline(s) of the other Contracting Party upon entrance into or departure from and within the Territory of the first Contracting Party.

3. Notwithstanding the provisions of paragraph 2 of this Article, each Contracting Party agrees to make provision by means of direct transit areas, direct transit arrangements, or otherwise, whereby crew, passengers, baggage, cargo, stores and mail continuing their journey on the same through-flight of a Designated Airline of the other Contracting Party may remain temporarily within their Territory without undergoing any examination except for reasons of aviation security, narcotics control or in special circumstances.

ARTICLE 6

RECOGNITION OF CERTIFICATES AND LICENCES

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, provided that requirements under which such certificates or licences were issued or rendered valid were equal to or above the minimum standards established pursuant to the Convention. Each Contracting Party reserves the right, however, to refuse to recognise, for the purpose of flights above its own Territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

ARTICLE 7

AIRPORT AND SIMILAR CHARGES

1. User Charges may reflect, but shall not exceed, the full cost to the competent charging authorities of providing appropriate airport and air navigation facilities and services, and may provide for a reasonable rate of return on assets after depreciation. In the provision of facilities and services, the competent authorities shall have regard to such factors as efficiency, economy, environmental impact and safety of operation.

2. Neither Contracting Party shall impose or permit to be imposed on the Designated Airline of the other Contracting Party User Charges higher than those imposed on its own Designated Airline operating similar international air services using similar aircraft and associated facilities and services.

3. Each Contracting Party shall encourage consultations between its responsible charging bodies and the Designated Airline using the facilities and services. Where practicable, such consultations should be through the appropriate representative airline organization (s).

4. Reasonable advance notice shall, whenever possible, be given to the Designated Airline of any proposals for changes to charges referred to in this Article, together with relevant supporting information and data, to enable it to express and have its views taken into account before any changes are made.

ARTICLE 8

EXEMPTION FROM CUSTOMS DUTIES, INSPECTION FEES AND OTHER SIMILAR CHARGES

1. Aircraft of one Contracting Party which land in the Territory of the other Contracting Party on international scheduled or non-scheduled services, as well as their regular and spare equipment, supplies of fuel, lubricants and other consumable technical supplies and aircraft stores, including food, beverages, tobacco and any items intended for sale to or for the entertainment of passengers during flight, shall be exempt from all customs duties, inspection fees and other similar national or local duties or charges, except for charges for provision of services.

2. Upon arrival of the aircraft, the customs authorities shall seal the compartments where stores are retained, and these customs seals can only be broken after the aircraft departure for a place outside the Territory of that Contracting Party.

3. The exemptions in paragraph 1 of this Article shall also apply to aircraft stores taken on board in the Territory of the other Contracting Party, within the usually allowable limits of quantity and variety, and shall also apply to spare and replacement parts and equipment necessary to flight safety, maintenance, repair

and handling, which are obtained in the Territory of that other Contracting Party, as well as to fuel, lubricants and other consumable technical supplies, destined to supply such aircraft, including those used during over flight of the Territory of the Contracting Party where they were obtained, on condition that their entry on board may be controlled by the customs authorities concerned.

4. The exemptions provided for in paragraph 1 of this Article shall also apply to baggage and cargo in direct transit, to equipment referred to in Annex 17 to the Convention, and to documentation and advertising material of the Designated Airlines and other commercial air transport operators, in accordance with the relevant laws and regulations of the Contracting Party concerned.

5. The exemptions provided for in the previous paragraphs of this Article may also be applicable to such items obtained by the Designated Airlines and other commercial air operators from aircraft maintenance organizations or aircraft handling agents, on condition that all such operations are controlled by the local customs authorities.

6. The regular airborne equipment, as well as the materials and supplies normally 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 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.

7. In order to determine their correct utilisation and/or existence, the customs authorities of each Contracting Party shall be entitled at any reasonable time to effect a direct inspection of any item exempted by them from custom duty which is stored or stationed, whether temporarily or permanently, in their Territory.

8. The exemptions provided for in this Article shall be available in situations where a Designated Airline of a Contracting Party has entered into arrangements with another airline or airlines for the loan or transfer in the Territory of the other Contracting Party of the items referred to in this Article, provided that such other airline similarly enjoys such exemptions from the other Contracting Party.

9. In all situations not provided for in the previous paragraphs of this Article, imported items shall be subject to customs duties according to the laws and regulations in force in the Contracting Party concerned.

ARTICLE 9

PRINCIPLES GOVERNING THE OPERATION OF THE AGREED SERVICES

1. There shall be fair and equal opportunity for the Designated Airlines of both Contracting Parties to operate the Agreed Services on the Specified Routes between their respective territories.

2. In operating the Agreed Services, the Designated Airline(s) of each Contracting Party shall take into account the interest of the Designated Airline(s) of the other Contracting Party so as not to affect unduly the services which the latter provide(s) 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, including seasonal variations, for the carriage of passengers, baggage, cargo and mail both taken up and down at point on the Specified Routes in the Territories of the Contracting Parties which have designated the airlines.

4. Any provision for the carriage of passengers, baggage, cargo and mail both taken up 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 Services pass, after taking account of other transport services established by airlines of the States comprising the area; and

   c) the requirements of airline operation.

5. The airlines designated to operate on any particular route shall determine the total Capacity to be provided on such route.

6. Each Designated Airline shall submit to the Aeronautical Authorities of both Contracting Parties, the Capacity to be provided by it on the services on those routes for which it is designated.

7. The total Capacity to be provided on any particular route by the airlines of the Contracting Parties designated to operate on that route shall be approved by the Aeronautical Authorities of the Contracting Parties before commencement of operations, and thereafter according to anticipated traffic requirements. Such approval shall take into consideration any written submissions as to Capacity made by the Designated Airlines concerned.

8. In the event that the Aeronautical Authority of one Contracting Party does not approve the Capacity submitted, it shall request consultation in accordance with Article 18 of this Agreement.

9. If, on review, Contracting Parties fail to agree on Capacity to be provided on any particular route, the Capacity that may be provided on that route shall not exceed the total Capacity, including seasonal variations, previously agreed to be provided on that route.

ARTICLE 10

TARIFFS

1. Tariffs shall be submitted, for the approval of the Aeronautical Authorities of both Contracting Parties, at least sixty (60) days before the proposed date of their introduction (hereinafter referred to as the "period of notice"). In special cases, the period of notice may be reduced, subject to the agreement of the said authorities.

2. The approval referred to in paragraph (1) may be given expressly. The Tariffs shall be considered to be approved unless both Aeronautical Authorities have expressed disapproval of the Tariffs within thirty (30) days from the date of submission in accordance with paragraph(1).

3. In the event of the period of notice being reduced as provided for in paragraph (1), the Aeronautical Authorities may agree that the period within which any disapproval must be notified shall be less than thirty (30) days.

4. The Aeronautical Authorities of the Contracting Parties shall ensure that the Designated Airlines conform to the Tariffs approved by the Aeronautical Authorities of the Contracting Parties and that no airline reduces any portion of such Tariffs by any means directly or indirectly.

ARTICLE 11

SUBMISSION OF TIMETABLES

1. The timetables of the Designated Airline(s) of each Contracting Party shall be filed with the Aeronautical Authority of the other Contracting Party for approval.

2. The timetables shall be filed at least forty five (45) days before they are due to become effective and shall include information pertaining to schedules, frequency of service and types and configuration of aircraft to be operated.

3. Any modification to a timetable already submitted other than an ad hoc modification, shall be filed with the Aeronautical Authorities at least twenty (20) days before such modification is to become effective. An ad hoc modification shall be filed with the Aeronautical Authorities at least one (1) working day before such modification is to become effective. Nevertheless the Aeronautical Authorities shall endeavour to expedite the decision relating to any ad hoc modification.

4. If no notice of disapproval is received before the effective date of a timetable or a timetable modification, it shall be regarded as approved, always provided that such tacit approval shall become void automatically if applicable limitations as to the Capacity and frequency which may be offered will be exceeded.

5. In exceptional cases the periods specified in paragraphs 2 and 3 of this Article may be reduced if agreed to by both Aeronautical Authorities

ARTICLE 12

AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.
2. Contracting Parties agree that their designated airlines may have an in-flight security officer aboard the aircraft to enforce safety and security standards on board an aircraft as long as the authorization is given by the aeronautical authorities in accordance with article 18 of this agreement; and is confidential.

3. Subject to applicable domestic law and without derogating from the generality of their rights and obligations in terms of international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on offences and Certain Other Acts Committed on Board Aircraft, 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 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 the Airports Serving International Civil Aviation Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, done at Montreal on 23 of September of 1971, signed at Montreal on 24 February 1988 and any other multilateral agreement governing civil aviation security binding upon both Contracting Parties.

4. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of their civil aircraft and other acts of unlawful interference 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 both 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.

6. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3 of this Article required by the other Contracting Party for entry into, departure from, or while within, the Territory of that other Contracting Party. Each Contracting Party shall

ensure that measures are effectively applied within its Territory to protect the aircraft and to security screen their passengers, crew and carry-on items and to carry out appropriate security checks on baggage, cargo and aircraft stores prior to boarding or loading. Each Contracting Party also agrees to give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

7. When an incident or threat of an incident of unlawful seizure of civil aircraft or other acts of unlawful interference against the safety of such aircraft, their passengers and crew, airports or other air navigation facilities occurs, the Contracting Parties shall in mutual consultation, assist each other by facilitating communications and other appropriate measure intended to terminate, as rapidly as possible, commensurate with minimum risk to life, such incident or threat thereof.

8. Each Contracting Party shall take such measures as it may find practicable to ensure that an aircraft of the other Contracting Party subjected to an act of unlawful seizure or other act(s) of unlawful interference which is on the ground in its Territory is detained thereon unless its departure is necessitated by the overriding duty to protect the lives of its crew and passengers. Wherever practicable, such measures shall be taken on the basis of consultations with the other Contracting Party.

9. Notwithstanding the provisions of paragraph 2 of Article 18 of this Agreement, should one Contracting Party have reasonable grounds to believe that the other Contracting Party has deviated significantly from any of the provisions of this Article, it may request immediate consultations with that other Contracting Party.

ARTICLE 13

AVIATION SAFETY

1. A Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party relating to aeronautical facilities, aircrew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of such request.

2. If, following such consultations, a Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to above which are at least equal to the minimum standards established at that time pursuant to the Convention, the Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards. Such Contracting Party shall take appropriate corrective action and failure to take appropriate action within thirty (30) days of being notified thereof, or such longer period as may be agreed upon, shall be grounds for the application of Article 4.

3. Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by the Designated Airline of one Contracting

Party on services to or from the Territory of the other Contracting Party, may, while within the Territory of the other Contracting Party, be subject to an examination by the authorised representative of that Contracting Party. The purpose of such examination shall include the verification of the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (hereinafter referred as "ramp inspection"), provided this does not lead to unreasonable delay.

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

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

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

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

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the Designated Airline of one Contracting Party in accordance with paragraph 3 above is denied by the representatives of that Designated Airline, the other Contracting Party may infer that serious concerns of the type referred to in paragraph 4 above arise and draw conclusions referred to in that paragraph.

6. Each Contracting Party reserves the right to immediately suspend or vary the operating authorisation of a Designated Airline of the other Contracting Party in the event the Contracting Party concludes, whether as a result of a ramp inspection or consultation, that immediate action is essential to the safety of airline operation.

7. Any action by one Contracting Party in accordance with paragraphs (2) and (6) above shall be discontinued upon compliance by the other Contracting Party with the safety provisions of this Article.

ARTICLE 14

PROVISION OF STATISTICS

The Aeronautical Authority of a Contracting Party shall upon request, provide or shall cause its Designated Airline(s) to provide the Aeronautical Authority of the other

Contracting Party with such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the operation of the Agreed Services, including, but not limited to, statements of statistics related to the traffic carried by its Designated Airline(s) between points in the Territory of the other Contracting Party and other points on the Specified Routes.

ARTICLE 15

EARNINGS

1. Each Contracting Party grants to the Designated Airline of the other Contracting Party the right of free transfer excess of receipts over expenditure earned by that airline in its Territory in connection with the carriage of passengers, baggage, mail and cargo. Such transfers shall be effected in accordance with foreign exchange regulations and requirements at the official exchange rate or the prevailing foreign exchange market rate for current payments, and shall not be subject to any charges other than charges normally collected by banks for such operations.

2. The transfer of earnings between the Designated Airlines shall be effected in such hard convertible currency as may be agreed to between them for this purpose from time to time.

3. Each Contracting Party shall, on the basis of reciprocity, exempt from income tax and all other taxes on income imposed by it, all income derived by the Designated Airline of the other Contracting Party from the operation of the Agreed Services.

4. In the event that an agreement or convention dedicated to the avoidance of double taxation with respect to taxes to income and capital becomes effective between Angola and Rwanda those provisions of such agreement or convention which are binding on both Contracting Parties shall, mutatis mutandis, supersede the provision in paragraph 3 of this Article.

ARTICLE 16

COMMERCIAL ACTIVITIES

1. A Designated Airline of a Contracting Party shall, on a reciprocal basis, be allowed to establish in the Territory of the other Contracting Party offices for the promotion and sale of air transportation services.

2. A Designated Airline of one Contracting Party shall be entitled, in accordance with the laws and regulations relating to entry, residence and employment of the other Contracting Party, to bring in and maintain in the Territory of the other Contracting Party its own managerial, technical, commercial, operational and other specialist staff who are required for the provision of air services. These staff requirements may, at the option of a Designated Airline, be satisfied by its own personnel or by using the services of any other organisation, company or airline

operating in the Territory of the other Contracting Party, and authorised to perform such services in the Territory of that Contracting Party.

3. Each Contracting Party agrees to use its best efforts to ensure that the Designated Airline of the other Contracting Party is offered the choice, subject to the law and regulations of each Contracting Party and reasonable limitations which may be imposed by airport authorities of;

   (a) providing its own services for ground handling operations; or

   (b) having such operations performed entirely or in part by a national airline, or a servicing agent, as authorised by the Aeronautical Authorities; or

   (c) having such operations performed by the airport authority.

4. In operating or holding out the authorised services on the Agreed Routes, any Designated Airline of one Contracting Party may enter into cooperative marketing arrangements like code-sharing and franchising, with;

   (a) an airline or airlines of the other Contracting Party;

   (b) an airline or airlines of a third country, provided that such third country authorises or allows comparable arrangements between the airlines of the other Party and other airlines on services to, from and via such third country;

   provided that all airlines in such arrangements;

   (i) possess the necessary traffic rights and the permission of the Aeronautical Authorities of the contracting states concerned;
   (ii) meet the requirements normally applied to such arrangements; and
   (iii) must in respect of any ticket sold by it, make it clear to the purchaser at the point of sale which airline will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.

   Each code sharing service operated by the Designated Airlines of either country will count as one (1) frequency, whereas the code sharing services of the marketing carrier will not be counted as a frequency.

5. Each Contracting Party grants to the Designated Airlines of the other Contracting Party the right to engage in the sale of air transportation in its Territory directly and, at the airline's discretion, through its agents. Each Designated Airline shall have the right to sell such transportation, and any person shall be free to purchase such transportation in the currency of that Territory.

6. Any Designated Airline of a Contracting Party shall have the right, to pay for local expenses in the Territory of the other Contracting Party in local currency, or in freely convertible currencies, provided that this accords with local currency regulations.

ARTICLE 17

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 such dispute by negotiation.

2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute to some competent person or body for mediation.

3. If settlement is not reached in accordance with paragraphs 1 or 2 of this Article the dispute shall, at the request of either Contracting Party, be submitted for decision to a tribunal of three arbitrators.

4. Each Contracting Party shall appoint one arbitrator and the third arbitrator, to be jointly appointed by the two arbitrators so appointed, shall act as President of the tribunal.

5. Each Contracting Party shall appoint its arbitrator within a period of sixty (60) days from the date of receipt of a notice by either Contracting Party from the other, through 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 commencing on the day immediately following the last calendar day of the period allowed for the appointment of the first two arbitrators.

6. If either Contracting Party fails to appoint an arbitrator within the specified period or if the third arbitrator is not appointed within the specified period, the President of the Council of the International Civil Aviation Organisation may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires, provided that the President is not a national of either Contracting Party, in which case the Vice President of the Council may be so requested. In such a case, the arbitrator or arbitrators appointed by the said President or Vice President, as the case may be, shall not be nationals or permanent residents of the respective States of the Contracting Parties.

7. The Contracting Parties shall comply with any decision given under this Article.

8. Each Contracting Party shall meet the cost of remuneration and the expenses of its arbitrator. The remuneration and the expenses of the third arbitrator and the expenses of the tribunal, the nature and limits of which shall be agreed beforehand by the Contracting Parties, shall be shared equally between and shall be met by the Contracting Parties. Any question concerning the division of costs of the arbitral tribunal or the procedure for payment of such costs shall be determined by the arbitral tribunal.

9. If and for as long as either Contracting Party fails to comply with a decision contemplated in paragraph 7 of this Article the other Contracting Party may limit,

suspend or revoke any rights or privileges which it has granted under this Agreement to the Contracting Party in default.

ARTICLE 18

CONSULTATION

1. In a spirit of close co-operation, the Aeronautical Authorities of the Contracting Parties may 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 Annex thereto.

2. Either Contracting Party may request consultation, which may be through discussion or by correspondence, or such consultation shall begin within a period of sixty (60) day from the date of receipt of the request, unless both Contracting Parties agree to an extension of this period.

ARTICLE 19

AMENDMENT

1. If either of the Contracting Parties considers it desirable to amend this Agreement, or any provision thereof, such amendment, if agreed between the Contracting Parties, shall enter into force when confirmed by an exchange of diplomatic notes.

2. Notwithstanding the provisions of paragraph 1 of this Article, amendments to the Annex of this Agreement may be agreed to directly between the Aeronautical Authorities of the Contracting Parties. Such amendments shall apply administratively from the date they have been agreed upon and enter into force when confirmed by an exchange of diplomatic notes.

ARTICLE 20

ENTRY INTO FORCE

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

2. This Agreement supersedes any Agreement in force between the Contracting Parties in relation to Air Services between and beyond their respective territories.

ARTICLE 21

REGISTRATION WITH THE INTERNATIONAL CIVIL AVIATION ORGANIZATION

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

ARTICLE 22

TERMINATION

Either Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party of its intention to terminate this Agreement; such notice shall simultaneously be 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 mutual 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 by that other Contracting Party fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 23

SIGNATURE OF AGREEMENT

In witness whereof the undersigned, being duly authorised thereto by their respective Governments, have signed this Agreement in two originals in English and Portuguese languages, all texts being equally authentic. Should there be any discrepancy between the English text and the Portuguese text, the English text shall prevail.

Done at Kigali on this 23rd day of May two thousand and eighteen.

FOR THE GOVERNMENT OF THE REPUBLIC OF RWANDA

JEAN DE DIEU UWIHANGANYE
MINISTER OF STATE IN CHARGE OF TRANSPORT

.....

FOR THE GOVERNMENT OF THE REPUBLIC OF ANGOLA

AUGUSTO DA SILVA TOMÁS
MINISTER OF TRANSPORT

.....

ANNEX

ROUTE SCHEDULE

a) **For the Republic of Angola**

Points of Origin	Intermediate points	Points in the Republic of Rwanda	Points Beyond
Any Point	Any Point	Any Point	Any Point

b) **For the Republic of Rwanda**

Points of Origin	Intermediate points	Points in the Republic of Angola	Points Beyond
Any Point	Any Point	Any Point	Any Point

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida nº 012/01 ryo ku wa 31/01/2020 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Angola ajyanye n'Ibikorwa byo Gutwara Abantu n'Ibintu mu Kirere mu Ifasi yazo no hanze yayo, yakorewe i Kigali, ku wa 23 Gicurasi 2018

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Presidential Order nº 012/01 of 31/01/2020 ratifying the Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Angola for the Operation of Air Services Between and Beyond their Respective Territories, done at Kigali, on 23rd May 2018

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à l'Arrêté Présidentiel nº 012/01 du 31/01/2020 ratifiant l'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République d'Angola pour l'opération des services aériens entre leurs territoires respectifs et au-delà, fait à Kigali, le 23 mai 2018

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA Nº 013/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA BURUKINA FASO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I NAYIROBI MURI KENYA, KU WA 13 UKUBOZA 2018

PRESIDENTIAL ORDER Nº 013/01 OF 31/01/2020 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF BURKINA FASO, DONE IN NAIROBI, KENYA, ON 13TH DECEMBER 2018

ARRÊTÉ PRÉSIDENTIEL Nº 013/01 DU 31/01/2020 RATIFIANT L'ACCORD BILATÉRAL RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU BURKINA FASO, FAIT À NAIROBI AU KENYA, LE 13 DÉCEMBRE 2018

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

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Twebwe, KAGAME Paul,
Perezida wa Repubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;

Dushingiye ku Itegeko n° 38/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya *Burkina Faso* ajyanye no gutwara abantu n'ibintu mu kirere, yakorewe i Nayirobi muri Kenya, ku wa 13 Ukuboza 2018;

Tumaze kubona Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Burukina Faso ajyanye no gutwara abantu n'ibintu mu kirere, yakorewe i Nayirobi muri Kenya, ku wa 13 Ukuboza 2018;

PRESIDENTIAL ORDER Nº 013/01 OF 31/01/2020 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF BURKINA FASO, DONE IN NAIROBI, KENYA, ON 13TH DECEMBER 2018

We, KAGAME Paul,
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;

Pursuant to Law n° 38/2019 of 25/10/2019 approving the ratification of the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of Burkina Faso, done at Nairobi, Kenya, on 13 December 2018;

Considering the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of Burkina Faso, done in Nairobi, Kenya, on 13th December 2018;

ARRÊTÉ PRÉSIDENTIEL Nº 013/01 DU 31/01/2020 RATIFIANT L'ACCORD BILATÉRAL RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU BURKINA FASO, FAIT À NAIROBI AU KENYA, LE 13 DÉCEMBRE 2018

Nous, KAGAME Paul,
Président de la République;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;

Vu la Loi n° 38/2019 du 25/10/2019 approuvant la ratification de l'Accord bilatéral relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Burkina Faso, fait à Nairobi au Kenya, le 13 décembre 2018;

Considérant l'Accord bilatéral relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Burkina Faso, fait à Nairobi au Kenya, le 13 décembre 2018;

Bisabwe na Minisitiri w'Ibikorwa Remezo;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE:

Ingingo ya mbere: Kwemeza burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Burukina Faso ajyanye no gutwara abantu n'ibintu mu kirere, yakorewe i Nayirobi muri Kenya, ku wa 13 Ukuboza 2018, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

On proposal by the Minister of Infrastructure;

After consideration and approval by the Cabinet;

HAVE ORDERED AND ORDER:

Article One: Ratification

The Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of Burkina Faso, done in Nairobi, Kenya, on 13th December 2018, annexed to this Order, is ratified and becomes fully effective.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.

Article 3: Commencement

This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Sur proposition du Ministre des Infrastructures;

Après examen et adoption par le Conseil des Ministres;

AVONS ARRÊTÉ ET ARRÊTONS:

Article premier: Ratification

L'Accord bilatéral relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Burkina Faso, fait à Nairobi au Kenya, le 13 décembre 2018, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

Article 2: Autorités chargées de l'exécution du présent arrêté

Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.

Article 3: Entrée en vigueur

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika
(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic
(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République
(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA Nº 013/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA BURUKINA FASO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I NAYIROBI MURI KENYA, KU WA 13 UKUBOZA 2018

ANNEX TO PRESIDENTIAL ORDER Nº 013/01 OF 31/01/2020 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF BURKINA FASO, DONE IN NAIROBI, KENYA, ON 13TH DECEMBER 2018

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL Nº 013/01 DU 31/01/2020 31/01/2020 RATIFIANT L'ACCORD BILATÉRAL RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU BURKINA FASO, FAIT À NAIROBI AU KENYA, LE 13 DÉCEMBRE 2018

BILATERAL AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF BURKINA FASO

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PREAMBLE

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF BURKINA FASO

Hereinafter referred to as "the Contracting Parties",

Being Parties to:

The Convention on international civil aviation opened for signature at Chicago, on the 7th day of December 1944;

The Yamoussoukro Declaration on a new African air transport policy adopted on 7th October 1988;

The Yamoussoukro Decision relating to the implementation of the Yamoussoukro Declaration concerning the liberalization of access to air transport markets in Africa of 14th November, 1999 as endorsed by the OAU Heads of State in July 2000 and ;

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

Desiring to ensure the highest degree of safety and security in international air transport;

Have agreed as follows:

ARTICLE 1
DEFINITIONS

For the purpose of this Agreement and its Annexes, the following definitions shall apply unless otherwise indicated:

a) **"Aeronautical Authorities"** means in the case of the Government of the Republic of Rwanda, the Ministry of infrastructure and Rwanda Civil Aviation Authority and in the case of the Government of Burkina Faso , the Minister in charge of civil aviation and/or, in both cases, any other person or body empowered to perform the functions now exercised by the above mentioned bodies ;

b) **"Agreed services"** means scheduled international air services on the routes specified on the Annex(es) to this Agreement for the transport of passengers, cargo and mail, separately or in any combination. "**Specified routes**" means a route specified in the Annex to this Agreement;

c) **"Agreement"** means this Agreement, its Annexes, and any amendments there to;

d) **"Aircraft equipment", "Air supplies", Spare parts"** have the same meanings as described to them in Annex 9 of the Convention;

e) **"Air services", "International air service", "Stop for non-traffic purposes"** have the meaning as described to them in Article 96 of the Convention ;

f) **"Convention"** means the Convention on international civil aviation Organization signed in Chicago on the 7th December 1944 including all the Annexes approved according to Article 90 of the aforementioned Convention and any other amendment to this Convention or to its Annexes reached according to Articles 90 and 94, in so far as, these amendments and Annexes were approved by the two Contracting Parties ;

g) **"Decision"** means the Decision relating to the implementation of the Yamoussoukro Declaration concerning the liberalization of the access to air transport markets in Africa;

h) **"Designated airlines"** means an airline or airlines designated and authorized in accordance with Article 6 of this Agreement ;

i) **"Tariffs"** means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which

those prices apply including the prices and conditions for agency and other ancillary services but excluding remunerations and conditions for the carriage of mail ;

j) **"Territory"** has the same meaning as ascribed to it in Article 2 of the Convention;

k) "**User charges**" means charges made to airlines by the competent authorities or permitted by them to be made for the provision of airport property or of air navigation facilities;

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

m) " **All cargo air services** " means an international air service performed by aircraft on which cargo or mail (with ancillary attendance) is carried separately or in combination , but on which revenue passengers are not carried;

n) "**Annex**" shall mean the route schedules attached to the present Agreement and any clauses or notes appearing in such Annex, and any modification made thereto.

ARTICLE 2
GRANT OF RIGHTS

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

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

b) to make stops in the said territory for non traffic purposes; and

c) to make stops in the said territory for the purpose of embarking and disembarking, while operating the agreed

services, international traffic in passengers, cargo and mail, separately or in combination.

2. Nothing in paragraph 1 of this Article shall be deemed to confer on a designated airline of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo and mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

3. 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 the agreed services on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such agreed service through appropriate temporary rearrangement of routes as is mutually decided by the Contracting Parties.

ARTICLE 3
DESIGNATION AND AUTHORISATION

1. Each Contracting Party shall have the right to designate in writing and through diplomatic channels to the other Contracting Party one or more airline to operate the agreed services and to withdraw or alter such designations.

2. Each Contracting Party shall have the right to refuse to grant the operating authorizations referred to in paragraph (3) of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 2 of this Agreement, in any case where the said Contracting Party is not satisfied that such airline:

   a) is substantially owned and effectively controlled by the Contracting Party designating such airline or its nationals;

   b) holds a current air operator's certificate or similar license issued by the Aeronautical Authorities of the Contracting Party designating the airline; and

   c) is incorporated and has its headquarters, central administration or the principal place of business in the territory of the Contracting Party designating the airline.

3. On receipt of such designation and subject to the provisions of Article 4 of this Agreement, the Aeronautical Authorities of the other Contracting Party shall grant without delay to an airline so designated the appropriate authorizations for the agreed services for which that airline has been designated.

4. Each Contracting Party shall have the right to designate an eligible African multinational airline in which it is a stakeholder and this airline shall be accepted by the other Parties.

5. Upon receipt of such authorizations the airline 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
APPROVAL OF SCHEDULES

1. The designated airline of either Contracting Party shall, at least thirty (30) days prior to the date of operation of any agreed service, submit its proposed timetable to the Aeronautical Authorities of the other Contracting Party for their approval. Such timetables shall include all relevant information, including the type of service and aircraft to be used and the flight schedules.

2. If either designated airline wishes to operate supplementary or additional flights besides those covered in the approved timetable, it shall first notify the Aeronautical Authorities of the Contracting Party concerned.

3. Subject to the terms of the current Article, no schedule will come into force if it is not approved by the Aeronautical Authorities of each Contracting Party.

4. The schedule approved for the season according to the terms of this Article, will remain in force for the corresponding season until further approval of new programmes.

ARTICLE 5
REVOCATION, SUSPENSION AND LIMITATION OF AUTHORIZATION

1. The Aeronautical Authorities of each Contracting Party shall have the right to withhold the authorizations referred to in Article 3 of this Agreement with respect to an airline designated by other Contracting Party to revoke or suspend such authorizations or impose conditions, temporarily or permanently :

   a) in the event of failure by such airline to qualify before the aeronautical Authorities of that Contracting Party under the laws, regulations and rules normally and reasonably applied by these authorities in conformity with the Convention ;

   b) in the event of failure by such airline to comply with the laws, regulations and rules of that Contracting Party ;

   c) in any case where it is not satisfied:
      i. that the airline is substantially owned and effectively controlled by the Contracting Party designating such airline or its nationals;

      ii. that it holds a current air operator certificate or similar license issued by the aeronautical authority of the Contracting Party designating the airline;

      iii. that it is incorporated and has its headquarters, central administration or the principal place of business in the territory of the Contracting Party designating the airline;

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

2. Unless immediate action is essential to prevent further infringement of the laws, regulations and rules referred to above, the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations with the Aeronautical Authorities of the other Contracting Party in conformity with Article 16 of this Agreement.

ARTICLE 6
APPLICABILITY OF LAWS, REGULATIONS AND RULES

1. The laws, regulations and rules of one Contracting Party relating to the admission to, remaining in, or departure from its territory of aircraft engaged in international air navigation of such aircraft shall be complied with by a designated airline of the other Contracting Party upon entrance into, departure from and while within the said territory.

2. The laws, regulations and rules of one Contracting Party respecting entry, clearance, transit, immigration, passports, customs and quarantine shall be complied with by a designated airline of the other Contracting Party and by or on behalf of its crew, passengers, cargo and mail upon transit of, admission to, departure from and while within the territory of such a Contracting Party.

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

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

5. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

ARTICLE 7
RECOGNITION OF CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency and licenses, issued or validated by one Contracting Party and still in force shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services provided that such certificate or licenses were issued or validated pursuant to, and in conformity with, the standards established under the Convention.

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

2. If the privileges or conditions of the licenses or certificates issued or rendered valid by one Contracting Party permit a difference from the standards established under the Convention, whether or not such difference has been filed with the international civil aviation Organization, the Aeronautical Authorities of the other Contracting Party may, without prejudice to its rights under Article 8(3), request consultations with the aeronautical Authority of the Contracting Party permitting such difference in accordance with Article 16. With a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach satisfactory Agreement shall constitute grounds for the application of Article 5(1) of this Agreement.

ARTICLE 8
AVIATION SAFETY

1. Either Contracting Party may request consultations concerning the
2. safety standards maintained by the other Contracting Party relating
3. to aeronautical facilities, flight crew, aircraft and operation of aircraft. Such consultations shall take place within thirty days of that request.

4. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards and requirements in these areas that are at least equal to the minimum standards that may be established pursuant to the Convention, the other Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards. The other Party shall take appropriate corrective action within an agreed time period.

5. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Contracting Party, on service to from the territory of another Contracting Party, may, while within the territory of the other Contracting Party be the subject of a search by the authorized representatives of the other Contracting Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in

Article 33 of the Chicago 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.

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

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

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

ARTICLE 9
AVIATION SECURITY

1. In accordance with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offenses 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 in Montreal on September 23, 1971, and its Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation done at Montreal on February 24, 1988, the Convention on the Marking of Plastic Explosives for the purposes of Detection signed at Montreal on the 1st of March 1991, and any other convention relating to

aviation security to which the Contracting Parties shall become party.

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, of their passengers and crew, and of airports and air navigation facilities, and to address any other threat to the security of civil air navigation.

3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security standards and appropriate recommended practices established by the international civil aviation Organization to the extent that these standards apply to the two Parties and designated 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 provision.

4. Each Contracting Party agrees to observe the security provisions required by the other Contracting Party for entry into, for departure from, and while within the territory of that other Contracting Party and to take adequate measures to protect aircraft and to inspect passengers, crew and their baggage and carry-on items, as well as 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 special security measures to meet a particular threat.

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

6. When a Contracting Party has reasonable grounds to believe that other Contracting Party has departed from the aviation security provisions of this Article, the Aeronautical Authorities of that Contracting Party may request immediate consultations with the Aeronautical Authorities of the other Contracting Party. Failure to

reach a satisfactory Agreement within fifteen (15) days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorization and technical permission of an airline or airlines of that Contracting Party. When required by an emergency, a Contracting Party may take interim action prior to the expiry of fifteen (15) days.

ARTICLE 10
EXEMPTION FROM CUSTOMS DUTIES & OTHER CHARGES

1. Each Contracting Party shall on a basis of reciprocity exempt a designated airline of the other Contracting Party to the fullest extent possible under its national laws from import restrictions, customs duties, exercise taxes, inspection fees and other national duties and charges on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores (including liquor, tobacco)and other products destined for sale to passengers in limited quantities during a flight and other items intended for use or used solely in connection with the operation or servicing of aircraft of the designated airline of such other Contracting Party operating the agreed services.

2. The exemptions granted by this Article shall apply to those referred to in paragraph 1 of this Article:

   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 aircraft of a designated airline of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party;

   c) taken on board 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 or consumed wholly within the territory of the Contracting Party granting the exemption provided the ownership of such items is not transferred in the territory of the said Contracting 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 Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs Authorities of that territory. In such case, they may be placed under the supervision of the said Authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulation.

ARTICLE 11
PRINCIPLES GOVERNING THE OPERATIONS OF AGREED SERVICES

1. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services.

2. In the operation of the agreed services by a designated airline of either Contracting Party, the interest of the designated airline of the other Contracting Party shall be taken into consideration so as not to affect unduly the agreed services which the latter operates on the whole or part of the same route.

3. The agreed services provided by the designated airlines of the Contracting Party shall bear a close relationship to the requirements of the public transportation of the routes specified in the Annex. They shall have reasonable load factor, of capacity adequate for the current and reasonably anticipated requirements of passengers, cargo and mail originating and/or destined for the territory of the Contracting Party which has designated the airline.

4. Provision for carriage of passengers, cargo and mail both loaded and unloaded separately and in combination at points in the territories of third countries on the routes specified in the Annex 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 areas through which the airline passes, local and regional air services being taken into account; and

c) the requirements of airline operations.

5. Each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination and unfair, anti competitive or predatory practices adversely affecting the competitive position of the designated airlines of the other Contracting Party in the exercise of their rights and entitlements set out in this Agreement.

6. The capacity and the number of frequency which may be provided in accordance with this Article by the designated airline or airlines of each Contracting Party on the agreed services shall be such as communicated between the Aeronautical Authorities of the Contracting Parties before the commencement by the designated airline or airlines concerned of the agreed services and from time to time thereafter.

ARTICLE 12
TARIFFS

1. The tariffs applicable between the territories of the two Contracting Parties shall be established at reasonable levels, due regard being paid to all relevant factors, including the cost of operation, the interests of users, reasonable profit, class of service and, when it is deemed appropriate, the tariffs of other airlines operating over whole or part of the routes specified in the Annex.

2. Each Party shall allow prices for air transport to be established by each designated airline based on commercial consideration in the marketplace. Intervention by the Contracting Parties shall be limited to:

a) prevention of unreasonably discriminatory prices or practices ;

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

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

3. Each Contracting Party may require notification to or filing with its Aeronautical Authorities of prices to be charges to or from its territory by airlines of the other Contracting Party. Notification or filing by the airlines of both Contracting Parties may be required not more than 30 days before the proposed date of effectiveness. In individual cases, notification or filing may be permitted on shorter notice than normally required. Neither Contracting Party shall require the notification nor filing by airlines of the other Contracting Party of prices charged by chatterers to the public, except as be required on a non-discriminatory basis for information purposes.

4. Neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged by (a) an airline of either Contracting Party for international air transport between the territories of the Contracting Parties (b) an airline of one Contracting Party for international air transport between the territory of the other Contracting Party and any other country.

   If either Contracting Party believes that any such price is inconsistent with the consideration set forth in paragraph 1 of this Article, it shall request consultations and notify the other Contracting Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than 30 days after receipt of the request, and the Contracting Parties shall cooperate in security information necessary for reasoned resolution of the issue.

5. If the Contracting Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each Contracting Party shall use its best efforts to put that agreement into effect. Without such agreement the previous existing price shall go into effect or continue in effect.

6. In case of tariff decrease, there shall be no approval required by the Aeronautical Authorities of State Parties concerned for tariff to be charged by the designated airlines of State Parties for the carriage of passenger, cargo and mail. The airline shall in this case notify such tariffs before they enter into effect.

ARTICLE 13
AIRLINES REPRESENTATION

1. The designated airline or airlines of each Contracting Party shall have the right to establish in the territory of the other Contracting Party offices for the purpose of provision and sale of air services as well as for other matters incidental to the provision of air transportation.

2. A designated airline of one Contracting Party shall be allowed, on the basis of reciprocity and subject to paragraph 3 of this Article, to bring into and maintain in the territory of the other Contracting Party its own representatives and commercial operational and technical staff as required in connection with the operation of the agreed services.

3. These staff requirements may, at the option of the designated airline, be satisfied by its own personnel or by using the services of any other organization, company or airline operating in the territory of the other Contracting Party as authorized to perform such services in the territory of that Contracting Party.

4. The representatives and staff referred to in paragraph 2 of this Article shall be subject to the law and regulations of the other Contracting Party and, consistent with such law and regulations, each Contracting Party, on the basis of reciprocity and with the minimum of delay, grant the necessary employment authorizations, visitor visas or other similar documents to the said representatives and staff.

ARTICLE 14
COMMERCIAL OPPORTUNITIES AND TRANSFER OF FUNDS

1. Any designated airline of one Contracting Party shall have the right to engage in the sale of tickets in the territory of the other

Contracting Party directly and, at its discretion, through its agents. Such designated airline shall have the right to sell tickets in the currency of that territory, or to the extent permitted by national law, in freely convertible currencies of other countries, and to the same extent any person shall be free to purchase such tickets in local currencies or any freely convertible other currencies.

2. Each Contracting Party grants to any designated airline of the other Contracting Party the right of free transfer, at the official rate of exchange, of the excess of revenues over expenditure and taxes earned by that airline in the territory of the first Contracting Party in connection with the carriage of passengers, cargo and mail.

3. In the event there is no official exchange rate, the transfer of earnings shall be affected at a rate equivalent to that at which the receipts were earned.

4. If a Contracting Party imposes restrictions in a discriminatory manner on the transfer of excess of receipts over expenditure by the designated airline or airlines of the other Contracting Party, the latter shall have the right to impose reciprocal restrictions on the designated airline or airlines of that Contracting Party.

ARTICLE 15
STATISTICS

The Aeronautical Authorities of either Contracting Party shall supply to the Aeronautical Authorities of the other Contracting Party, at their request, such periodic or other statements of statistics as may be reasonably required to determine the amount of traffic.

ARTICLE 16
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 shall also consult when necessary to provide for amendment thereof.

2. Either Contracting Party may request consultation, which may be conducted and shall begin within a period of sixty (60) days of receipt of a written request, unless both Contracting Parties agree to an extension of this period.

ARTICLE 17
SETTLEMENT OF DISPUTES

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

2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body, or either Contracting Party may submit the dispute for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two arbitrators. 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 arbitrage of the dispute and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the international civil aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In all cases 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 made under paragraph 2 of this Article.

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

5. If as so long as either Contracting Party or a designated airline of either Contracting Party fails to comply with a decision under paragraph (2) of this Article, the other Contracting Party may limit, withhold or revoke any rights which it has granted by virtue of this

Agreement to the Contracting Party in default or to the designated airline or airlines of that Contracting Party.

ARTICLE 18
AMENDMENT

1. If either Contracting Party considers it desirable to amend any provision of this Agreement, such amendment shall be agreed upon in accordance with the provisions of Article 16. Such amendment shall enter into force when the two Contracting Parties will have notified each other through diplomatic channels, of the fulfillment of their internal legal procedures relating to the conclusion and the entry into force of international agreements.

2. Notwithstanding the provisions of paragraph (1) above, amendments to the Annex to this Agreement may be agreed directly between the Aeronautical Authorities of the Contracting Parties. Such amendment (s) shall enter into force when confirmed through diplomatic channels.

3. If a multilateral convention concerning air transport comes into force in respect of both Contracting Parties, this Agreement shall be amended so far as is necessary to conform with the provisions of that convention.

ARTICLE 19
USER CHARGES

1. Each Contracting Party shall ensure that the user charges imposed or permitted to be imposed by its competent charging bodies on the designated airline or airlines of the other Contracting Party are just. 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 impose or permit to be imposed, on the designated airline or airlines of the other Contracting Party user charges higher than those imposed on its own designated airline or airlines operating similar international air services using similar aircraft.

ARTICLE 20
REGISTRATION

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

ARTICLE 21
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 communicated simultaneously to the International Civil Aviation Organization.

2. 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 it withdrawn by agreement before the expiry of this period. In the absence of the acknowledgement of the receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 22
ENTRY INTO FORCE

This Agreement shall be approved pursuant to the national legislation of the State of each Contracting Party which shall be confirmed by exchange of diplomatic notes. This Agreement shall come into force on the day of the last notification confirming that the Contracting Parties have completed procedures required for the entry into force of this Agreement.

This Agreement is done in two originals, French and English languages, both originals being equally authentic.

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

Done in Nairobi, Kenya on this 13th day of December in the year 2018

FOR THE GOVERNMENT OF THE REPUBLIC OF RWANDA



Eng. Jean de Dieu Uwihanganye
Minister of State in Charge of Transport

FOR THE GOVERNMENT OF BURKINA FASO



Vincent Timbindi Dabilgou
Minister of Transports, Urban Mobility and Road Safety

ANNEX
ROUTE SCHEDULE

For the designated airline(s) of the Republic of Rwanda

Point(s) of Origin	Intermediate Point(s)	Point(s) in Burkina Faso	Point(s) Beyond
Points in the Republic of Rwanda	Any points	Any points	Any points

For the designated airline(s) of the of Burkina Faso

Point(s) of Origin	Intermediate Point(s)	Point(s) in the Republic of Rwanda	Point(s) Beyond
Points in Burkina Faso	Any points	Any points	Any points

Notes

1. Any point on the above routes may, at the option of the airline concerned, be omitted on any or all flights: Provided that any service either begins or terminates in the territory of the country designating the airline.

2. The delegations agreed that the designated airlines shall enjoy the 3th, 4th, and 5th freedom traffic rights

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida nº 013/01 ryo ku wa 31/01/2020 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Burukina Faso ajyanye no gutwara abantu n'ibintu mu kirere, yakorewe i Nayirobi muri Kenya, ku wa 13 Ukuboza 2018

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Presidential Order nº 013/01. of 31/01/2020 ratifying the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of Burkina Faso, done in Nairobi, Kenya, on 13th December 2018

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à l'Arrêté Présidentiel nº 013/01 du 31/01/2020 ratifiant l'Accord bilatéral relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Burkina Faso, fait à Nairobi au Kenya, le 13 décembre 2018

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA Nº 014/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA *CAPE VERDE* AJYANYENO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I ABUJA, KU WA 21 UGUSHYINGO 2017

PRESIDENTIAL ORDER Nº 014/01 OF 31/01/2020 RATIFYING THE BILATERAL AIR SERVICE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF CAPE VERDE, DONE AT ABUJA, ON 21ST NOVEMBER 2017

ARRÊTÉ PRÉSIDENTIEL Nº 014/01 DU 31/01/2020 RATIFIANT L'ACCORD BILATÉRAL RELATIF AU SERVICE AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU CAP-VERT, FAIT À ABUJA, LE 21 NOVEMBRE 2017

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

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ITEKA RYA PEREZIDA Nº 014/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA *CAPE VERDE* AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I ABUJA, KU WA 21 UGUSHYINGO 2017

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;

Dushingiye ku Itegeko n° 39/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya *Cape Verde* ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Abuja muri *Nigeria*, ku wa 21 Ugushyingo 2017;

Tumaze kubona Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya *Cape Verde* ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Abuja, ku wa 21 Ugushyingo 2017;

PRESIDENTIAL ORDER Nº 014/01 OF 31/01/2020 RATIFYING THE BILATERAL AIR SERVICE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF CAPE VERDE, DONE AT ABUJA, ON 21ST NOVEMBER 2017

We, KAGAME Paul,
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;

Pursuant to Law n° 39/2019 of 25/10/2019 approving the ratification of the Bilateral Air Service Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Cape Verde, done at Abuja, Nigeria, on 21 November 2017;

Considering the Bilateral Air Service Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Cape Verde, done at Abuja, on 21st November 2017;

ARRÊTÉ PRÉSIDENTIEL Nº 014/01 DU 31/01/2020 RATIFIANT L'ACCORD BILATÉRAL RELATIF AU SERVICE AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU CAP-VERT, FAIT À ABUJA, LE 21 NOVEMBRE 2017

Nous, KAGAME Paul,
Président de la République;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;

Vu la Loi n° 39/2019 du 25/10/2019 approuvant la ratification de l'Accord bilatéral relatif au service aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Cap-Vert, fait à Abuja au Nigeria, le 21 novembre 2017;

Considérant l'Accord bilatéral relatif au service aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Cap-Vert, fait à Abuja, le 21 novembre 2017;

Bisabwe na Minisitiri w'Ibikorwa Remezo;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE:

Ingingo ya mbere: Kwemeza burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya *Cape Verde* ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Abuja, ku wa 21 Ugushyingo 2017, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

On proposal by the Minister of Infrastructure;

After consideration and approval by the Cabinet;

HAVE ORDERED AND ORDER:

Article One: Ratification

The Bilateral Air Service Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Cape Verde, done at Abuja, on 21st November 2017, annexed to this Order, is ratified and becomes fully effective.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.

Article 3: Commencement

This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Sur proposition du Ministre des Infrastructures;

Après examen et adoption par le Conseil des Ministres;

AVONS ARRÊTÉ ET ARRÊTONS:

Article premier: Ratification

L'Accord bilatéral relatif au service aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Cap-Vert, fait à Abuja, le 21 novembre 2017, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

Article 2: Autorités chargées de l'exécution du présent arrêté

Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.

Article 3: Entrée en vigueur

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA Nº 014/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA *CAPE VERDE* AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I ABUJA, KU WA 21 UGUSHYINGO 2017

ANNEX TO PRESIDENTIAL ORDER Nº 014/01 OF 31/01/2020 RATIFYING THE BILATERAL AIR SERVICE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF CAPE VERDE, DONE AT ABUJA, ON 21ST NOVEMBER 2017

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL Nº 014/01 DU 31/01/2020 RATIFIANT L'ACCORD BILATÉRAL RELATIF AU SERVICE AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU CAP-VERT, FAIT À ABUJA, LE 21 NOVEMBRE 2017

APPENDIX II

BILATERAL AIR SERVICE AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF THE REPUBLIC OF CAPE VERDE

Preamble
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Article 2 Grant of rights
Article 3 Designation and authorization
Article 4 Withholding, revocation and limitation of authorization
Article 5 Application of laws
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Article 29 Termination
Article 30 Entry into force
Annex Route schedule

Preamble

The Governments of the Republic of Rwanda and the Republic of Cape Verde (hereinafter referred to as the Contracting Parties);

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

Being Parties to the Yamoussoukro Decision relating to the implementation of the Yamoussoukro Declaration concerning the liberalisation of access to air transportation markets in Africa on 14 November 1999 as endorsed by the African Union Heads of States in July 2000;

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

Recognizing 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 traveling and shipping public a variety of service options at prices that are not discriminatory and do not represent abuse of dominant position and wishing to encourage individual airlines to develop and implement innovative and competitive prices;

Acknowledging the importance of air transportation as a means of creating and preserving friendship, understanding and co-operation between the peoples of both Contracting Parties; and

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

Have agreed as follows:

ARTICLE 1
DEFINITIONS

1. For the purpose of this Agreement and its Annexes, unless the context otherwise requires:

a) **'Aeronautical authorities'** means in case of the Republic of Rwanda, the Ministry charge of Civil Aviation and in case of the Republic of Cape Verde, the Agência de Aviação Civil (Civil Aviation Authority), or in both cases any other authority or person empowered to perform the functions now exercised by the said authorities;

b) **'Agreed services'** means regular air services for the transportation of passengers, cargo and mail on the routes specified in the Annex to this agreement;

c) **'Agreement'** means this Agreement, its Annex and any amendments thereto;

d) **'Aircraft equipment', 'Aircraft stores'** and **'Spare parts'** have the meanings assigned to them in Annex 9 to the Convention;

e) **'Air service', 'international air Services', 'airline(s)',** and **'stop for non traffic purposes'** have the meanings assigned to them in Article 96 of the Convention;

f) **'Air transportation'** means the public carriage by aircraft of passengers, baggage, cargo and mail separately or in combination, for remuneration or hire;

g) **'Capacity'** is 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;

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

i) **'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;

j) **'Designated airline'** means an airline which has been designated and authorized in accordance with Article 4 of this Agreement;

k) **'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;

l) **'Schedule services'** means those services operated regularly by designated airline according to schedules published in advance to cover a timetable season;

m) **'Specified route'** means the air route as set forth in the Annex to this Agreement on which the agreed service may be operated;

n) **'Tariff'** means any fare, rate or charge for the carriage of passengers, baggage and/or cargo in air transportation charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;

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; and

q) **'Yamoussoukro Decision'** means the Decision relating to the implementation of the Yamoussoukro Declaration concerning the Liberalization of Access of Air Transport of 14 November 1999 as endorsed by the African Union Heads of States on 11 July 2000 including the appendices and amendments;

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.
2. Subject to the provisions of this Agreement, the airline(s) designated by 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 at the point(s) on the route(s) specified in the 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.
   (d) the right to take on board and discharge passengers, mail and cargo coming from and destined for any other State bound by the Yamoussoukro Decision (i.e. unrestricted fifth freedom traffic rights), and
   (e) full seventh freedom traffic rights at any intermediate and/or beyond points of their own choice while operating all-cargo services.

3. 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.

ARTICLE 3
DESIGNATION AND AUTHORIZATION

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 in accordance with this Agreement and to withdraw or alter such designation.

2. On receipt of such a designation, and on application from the designated airline, each Contracting Party shall, grant the appropriate operating authorizations with minimum procedural delay, provided:

   a) the designated airline has its principal place of business and permanent residence in the territory of the designating Contracting Party;

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

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

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

ARTICLE 4
WITHHOLDING, REVOCATION AND LIMITATION OF AUTHORIZATION

1. Each Contracting Party shall have the right to withhold the authorizations referred to in Article 3 of this Agreement with respect to an airline designated by the other Contracting Party, and to revoke, suspend or impose conditions on such authorizations:

   a) in the event that they are not satisfied that the designated airline has its principal place of business and permanent residence in the territory of the designating Contracting Party;

b) in the event that they are not satisfied that the Contracting Party designating the airline has and maintains effective regulatory control of the airline; and

c) in the event of failure by such designated airline to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Contracting Party receiving the designation; and

2. Unless immediate action is essential to prevent infringement of the laws and regulations referred to above or unless safety or security requires action in accordance with the provisions of Article 6 (Safety) and Article 7 (Security), the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations between the Contracting Parties in conformity with Article 24 (Consultation) of this Agreement.

ARTICLE 5
APPLICATION OF LAWS

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 be applied to aircraft of the designated airline of the other Contracting Party.

2. The laws and regulations of one Contracting 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 designated airline 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(s) over a designated airline of the other Contracting Party engaged in similar international air transportation in the application of its immigration, customs, quarantine and similar regulations.

ARTICLE 6
SAFETY

1. Each Contracting Party may request consultations at any time concerning safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, aircrew, aircraft and the operation of aircraft. Such consultations shall take

place within thirty (30) days of that request.

2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 that meet the Standards established at that time pursuant to the Convention, the other Contracting Party shall be notified of such findings and of the steps considered necessary to conform with those Standards. The other Contracting Party shall then 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 ground for the application of Article 4 of this Agreement.

3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Contracting Party, on service to or from the territory of another Contracting Party, may, while within the territory of the other Contracting Party be the subject of a search (in this Article called "ramp inspection") by the authorized representatives of the other Contracting 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 shall be to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that of the equipment and the condition of the aircraft conform to the Standards established at that time pursuant to the Convention.

4. If any such ramp inspection or series of ramp inspections referred to in paragraph 3 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. When urgent action is essential to ensure the safety of an airline operation, each Contracting Party reserves the right to immediately suspend or vary the operating authorization of designated airline or airlines of the other Contracting Party

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

ARTICLE 7
AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.

2. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the *Convention on Offences and Certain Other Acts Committed on Board Aircraft*, signed at Tokyo on 14 September 1963, the *Convention for the Suppression of Unlawful Seizure of Aircraft*, signed at the Hague on 16 December 1970, the *Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation*, signed at Montreal on 23 September, 1971 and the *Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation done at Montreal on 23 September 1971*, signed at Montreal on 24 February 1988, as well as with any other Convention and Protocol relating to the security of civil aviation which both Contracting Parties adhere to.

3. 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.

4. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization

and designated as annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties.

5. In addition, the Contracting Parties shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions as are applicable to the Contracting Parties.

6. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraphs 4 and 5 above required by the other Party for entry into, departure from, or while within, the territory of that other Party.

7. Each Contracting Party shall ensure that measures are effectively applied within its territory to protect the aircraft and to security screen passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party also give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

8. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate such incident or threat as rapidly as possible commensurate with minimum risk to life from such incident or threat.

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

10. 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. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for

withholding, revoking, suspending or imposing conditions on the authorizations of the airline or airlines designated by the other Contracting Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the first Contracting Party may take interim action at any time.

ARTICLE 8
RECOGNITION OF CERTIFICATES

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

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 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 the International Civil Aviation Organization, the other Contracting Party may request consultations between the aeronautical authorities with a view to clarifying the practice in question.

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

ARTICLE 9
FAIR COMPETITION

1. Each Contracting Party shall allow designated airlines to have a fair and equal opportunity to compete in providing the international air transportation governed by the Agreement.

2. Each Contracting Party shall take action to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of a designated airline of the other Contracting Party.

ARTICLE 10
CAPACITY

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

2. Services provided by a designated airline under this Agreement shall retain as their primary objective the provision of capacity and frequency adequate to the traffic demands.

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

4. Consultations between the Contracting Parties shall be arranged whenever one Contracting Party believes that the capacity and frequency being provided under this Agreement are not in accordance with Article 9 (Fair Competition).

ARTICLE 11
APPROVAL OF SCHEDULES

1. The designated airline of each Contracting Party shall submit, for information purposes, its envisaged flight schedules to the Aeronautical Authority of the other Contracting Party forty-five (45) days prior to the inauguration of its services, specifying the frequency, the type of aircraft, and period of validity. This requirement shall likewise apply to any modification thereof.

2. If a designated airline wishes to operate ad-hoc flights supplementary to those covered in the submitted schedules, it shall notify the Aeronautical Authority of the Contracting Party concerned at least two working days prior to the operation of such flights.

ARTICLE 12
STATISTICS

The Aeronautical Authorities of each Contracting Party shall provide or cause its designated airline to provide to the Aeronautical Authorities of the other Contracting Party,

on request, periodic statistics relating to the traffic uplifted from and discharged in the territory of the other Contracting Party as may be reasonably required.

ARTICLE 13
CODESHARE/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 14
NON-NATIONAL PERSONNEL AND ACCESS TO LOCAL SERVICES

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

2. Such representatives and staff requirements mentioned in paragraph 1 above may, at the option of the designated airline, be satisfied by its own personnel of any nationality or by using the services of any other airline, organization or company operating in the territory of the other Contracting Party and authorized to perform such services for other airlines.

3. Subject to the laws and regulations in force, each Contracting Party shall, with the minimum procedural delay, facilitate the issuance of the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article.

ARTICLE 15
SALE AND MARKETING OF AIR SERVICE PRODUCTS

1. The designated airline 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 transportation.

2. The designated airline of each Contracting Party shall, either directly and at its discretion, through agents, have the right to engage in the sale of air transportation and its ancillary products and facilities in the territory of the other Contracting Party.

3. The designated airline of each Contracting Party shall have the right to sell, and any person shall be free to purchase, such transportation and its ancillary products and facilities in local currency or in any other freely convertible currency.

4. The designated airlines 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 any freely convertible currencies.

ARTICLE 16
GROUND HANDLING

Each designated airline shall be treated on a non-discriminatory basis as regards their access to ground handling services provided by the designated ground handling agents.

ARTICLE 17
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. 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.

ARTICLE 18
CUSTOMS DUTIES

1. Each Contracting Party shall on the basis of reciprocity exempt a designated airline of the other Contracting 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 and other items such as printed ticket stock, air waybills, any printed material which bears the insignia of the company 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 Contracting 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 one Contracting Party by or on behalf of the designated airline of the other Contracting Party;

   b) retained on board the aircraft of the designated airline of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party; or consumed during flight over that territory;

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

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

3. The regular airborne equipment, as well as the materials, supplies and stores normally retained on board the aircraft used by the designated airline of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that other Contracting Party. In such case, they

may be required to be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

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

ARTICLE 19
TRANSFER OF FUNDS

1. Each Contracting Party shall grant to the designated airlines of the other Contracting Party the right to transfer freely the excess of receipts over expenditure earned by such airlines in its territory in connection with the sale of air transportation, sale of other ancillary products and services as well as commercial interest earned on such revenues. 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.

ARTICLE 20
USER CHARGES

1. No Contracting Party shall 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.

2. Each Contracting Party shall encourage consultations between its competent charging authorities and the designated airlines using the services and facilities, where practicable through those airlines' representative organisations. 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.

ARTICLE 21
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 (Safety) and Article 7 (Aviation Security) of this Agreement.

2. Subject to paragraph 1, the designated airlines of each Contracting Party may operate services under this Agreement by using dry/wet leased aircraft which meets applicable safety and security requirements.

ARTICLE 22
INTERMODAL SERVICES

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

ARTICLE 23
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 24
CONSULTATION

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

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

ARTICLE 25
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 their dispute by bilateral negotiations.

2. If the Contracting Parties fail to reach a settlement by negotiation, the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be named by each Contracting Party and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party.

3. Each of the Contracting Parties shall designate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other Contracting Party of a diplomatic note requesting arbitration of the dispute and the third arbitrator shall be agreed upon within a further period of sixty (60) days.

4. If either of the Contracting Parties fails to designate its own arbitrator within the period of sixty (60) days or if the third arbitrator is not agreed upon within the period indicated, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators.

5. The arbitration shall determine its own appropriate procedures.

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

7. Each Contracting Party shall bear the costs of the arbitrator appointed by it. The other costs of the tribunal shall be shared equally by the Contracting Parties.

ARTICLE 26
AMENDMENT OF AGREEMENT

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

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

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

ARTICLE 27
MULTILATERAL CONVENTIONS

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

ARTICLE 28
REGISTRATION

This Agreement and any amendment thereto shall be registered upon its entry into force with the International Civil Aviation Organization by the Contracting Party that will have ratified it last.

ARTICLE 29
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 30
ENTRY INTO FORCE

This Agreement shall enter into force one month from the date on which the Contracting Parties have notified each other that the national requirements for such entry into force have been fulfilled. The relevant date shall be the day on which the last notification is received.

IN WITNESS WHEREOF the undersigned being duly authorized thereto by their respective Governments, have signed this Agreement in the English and Portuguese languages, both texts being equally authentic. Should there be any discrepancy between the English text and the Portuguese text, the English text shall prevail.

Done at ABUJA... on this ...21ST... day of NOVEMBER of the year ...2017...

.....	.....
FOR THE GOVERNMENT OF THE REPUBLIC OF RWANDA	FOR THE GOVERNMENT OF THE REPUBLIC OF CAPE VERDE
JEAN DE DIEU UWIHANGANJE	JOSÉ DA SILVA GONÇALVES

ANNEX
ROUTE SCHEDULE

Section 1

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

DEPARTURE POINTS IN RWANDA	INTERMEDIATE POINTS	POINTS IN CAPE VERDE	BEYOND POINTS
Any points	Any points	Any points	Any points

B. Routes to be operated by the designated airline(s) of Cape Verde

DEPARTURE POINTS IN CAPE VERDE	INTERMEDIATE POINTS	POINTS IN RWANDA	BEYOND POINTS
Any points in	Any points	Any points	Any points

Section 2

Operational flexibility

1- The designated airlines of either Contracting Party may, 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 on the routes in any combination and in any order;

d) omit stops at any point or points; and

e) transfer traffic (including codesharing operations) from any of its aircraft to any of its other aircraft at any point on the routes.

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

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida nº 014/01 ryo ku wa 31/01/2020 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya *Cape Verde* ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Abuja, ku wa 21 Ugushyingo 2017

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Presidential Order nº 014/01 of 31/01/2020 ratifying the Bilateral Air Service Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Cape Verde, done at Abuja, on 21st November 2017

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à l'Arrêté Présidentiel nº 014/01 du 31/01/2020 ratifiant l'Accord bilatéral relatif au service aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Cap-Vert, fait à Abuja, le 21 novembre 2017

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA Nº 015/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA RUBANDA Y'UBUSHINWA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE MU NDEGE ZA GISIVILI, YAKOREWE I KIGALI, KU WA 23 NYAKANGA 2018

PRESIDENTIAL ORDER Nº 015/01 OF 31/01/2020 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA RELATING TO CIVIL AIR TRANSPORT, DONE IN KIGALI, , ON 23RD JULY 2018

ARRÊTÉ PRÉSIDENTIEL Nº 015/01 DU 31/01/2020 RATIFIANT L'ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE POPULAIRE DE CHINE RELATIF AU TRANSPORT AÉRIEN CIVIL, FAIT À KIGALI, LE 23 JUILLET 2018

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

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Twebwe, KAGAME Paul,
Perezida wa Repubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;

Dushingiye ku Itegeko n° 40/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Rubanda y'Ubushinwa ajyanye no Gutwara Abantu n'Ibintu mu Kirere mu ndege za Gisivili, yakorewe i Kigali mu Rwanda, ku wa 23 Nyakanga 2018;

Tumaze kubona Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Rubanda y'Ubushinwa ajyanye no Gutwara Abantu

PRESIDENTIAL ORDER Nº 015/01 OF 31/01/2020 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA RELATING TO CIVIL AIR TRANSPORT, DONE IN KIGALI, RWANDA, ON 23RD JULY 2018

We, KAGAME Paul,
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;

Pursuant to Law n° 40/2019 of 25/10/2019 approving the ratification of the Agreement between the Government of the Republic of Rwanda and the Government of the People's Republic of China relating to Civil Air Transport, done in Kigali, Rwanda, on 23 July 2018;

Considering the Agreement between the Government of the Republic of Rwanda and the Government of the People's Republic of China relating to Civil Air Transport, done in Kigali, on 23rd July 2018;

ARRÊTÉ PRÉSIDENTIEL Nº 015/01 DU 31/01/2020 RATIFIANT L'ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE POPULAIRE DE CHINE RELATIF AU TRANSPORT AÉRIEN CIVIL, FAIT À KIGALI, LE 23 JUILLET 2018

Nous, KAGAME Paul,
Président de la République;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;

Vu la Loi n° 40/2019 du 25/10/2019. approuvant la ratification de l'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Populaire de Chine relatif au transport aérien civil, fait à Kigali au Rwanda, le 23 juillet 2018;

Considérant l'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Populaire de Chine relatif au transport aérien civil, fait à Kigali, le 23 juillet 2018;

n'Ibintu mu Kirere mu ndege za Gisivili, yakorewe i Kigali, ku wa 23 Nyakanga 2018;

Bisabwe na Minisitiri w'Ibikorwa Remezo;

On proposal by the Minister of Infrastructure;

Sur proposition du Ministre des Infrastructures;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

After consideration and approval by the Cabinet;

Après examen et adoption par le Conseil des Ministres;

TWATEGETSE KANDI DUTEGETSE:

HAVE ORDERED AND ORDER:

AVONS ARRÊTÉ ET ARRÊTONS:

Ingingo ya mbere: Kwemeza burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Rubanda y'Ubushinwa ajyanye no Gutwara Abantu n'Ibintu mu Kirere mu ndege za Gisivili, yakorewe i Kigali, ku wa 23 Nyakanga 2018, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Article One: Ratification

The Agreement between the Government of the Republic of Rwanda and the Government of the People's Republic of China relating to Civil Air Transport, done in Kigali, on 23rd July 2018, annexed to this Order, is ratified and becomes fully effective.

Article premier: Ratification

L'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Populaire de Chine relatif au transport aérien civil, fait à Kigali, le 23 juillet 2018, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.

Article 2: Autorités chargées de l'exécution du présent arrêté

Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Article 3: Commencement

This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Article 3: Entrée en vigueur

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA Nº 015/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA RUBANDA Y'UBUSHINWA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE MU NDEGE ZA GISIVILI, YAKOREWE I KIGALI, KU WA 23 NYAKANGA 2018

ANNEX TO PRESIDENTIAL ORDER Nº 015/01 OF 31/01/2020 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA RELATING TO CIVIL AIR TRANSPORT, DONE IN KIGALI, ON 23RD JULY 2018

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL Nº 015/01 DU 31/01/2020 RATIFIANT L'ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE POPULAIRE DE CHINE RELATIF AU TRANSPORT AÉRIEN CIVIL, FAIT À KIGALI, LE 23 JUILLET 2018

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA

RELATING TO CIVIL AIR TRANSPORT

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The Government of the Republic of Rwanda and the Government of the People's Republic of China (hereinafter referred to as "the Contracting Parties");

Desiring to facilitate friendly contacts between their two peoples and develop mutual relations between the two countries in the field of civil aviation;

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

Have agreed on the establishment and operation of air services between and beyond their respective territories as follows:

Article 1
Definitions

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

(1) the term "aeronautical authorities" means, in the case of the People's Republic of China, the Civil Aviation Administration of China, or any person or agency authorized to perform any function presently exercised by the said Administration; and in the case of the Republic of Rwanda, the Ministry in charge of civil aviation, or any person or agency authorized to perform any function presently exercised by the said Administration.

(2) the term "Agreement" means this Agreement and its Annex as well as any amendment to this Agreement and/or its Annex made in accordance with Article 19 (Amendment and Modification) of this Agreement.

(3) the term "airline" means any air transport enterprise offering or operating international air services.

(4) the term "designated airline" means an airline which has been designated and authorized in accordance with Article 3 (Airline Designation and Authorization) of this Agreement.

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(5) the term "aircraft" means civil aircraft.
(6) the term "air service" means any scheduled air service performed by aircraft for the public transport of passengers, baggage, cargo or mail.

(7) the term "international air service" means an air service which passes through the air space over the territory of more than one State.

(8) the term "stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers, baggage, cargo or mail.

(9) the term "capacity" means:

(a) in relation to an aircraft, the payload of that aircraft available on a route or section of a route;

(b) in relation to an air service, the capacity of the aircraft used on such service multiplied by the frequency operated by such aircraft over a given period on a route or section of a route.

(10) 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 service, but excluding prices and conditions for the carriage of mail.
(11) the term "Route Schedule" means the Route Schedule annexed to this Agreement or as amended in accordance with the provisions of Article 19 (Amendment and Modification) of this Agreement. The Route Schedule forms an integral part of this Agreement.

(12) the term "specified route" means the route specified in the Route Schedule.

(13) the term "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or of the Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted by both Contracting Parties.

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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 to enable the designated airline(s) of the other Contracting Party to establish and operate international air services on the routes specified in the Annex to this Agreement (hereinafter called "the agreed services").

(2) Subject to the provisions of this Agreement, the designated airlines of each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights:

(a) to fly without landing across the territory of the other Contracting Party along the air route(s) prescribed by the aeronautical authorities of the other Contracting Party;

(b) to make stops for non-traffic purposes at point(s) on the specified route in the territory of the other Contracting Party, subject to the approval of the aeronautical authorities of the other Contracting Party;

(c) to make stops at the point(s) on the specified routes in the territory of the other Contracting Party for the purpose of taking on board and discharging international traffic in passengers, baggage, cargo and mail, originating in or destined for the first Contracting Party; and

(d) to take on board and discharge at point(s) in the territory of the other Contracting Party international traffic to or from a third country as agreed upon between the aeronautical authorities of the two Contracting Parties.

Article 3
Airline Designation and Authorization

(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 on

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the specified routes, and to withdraw or alter such designations.

(2) The substantial ownership and effective control of the airline(s) designated by each Contracting Party shall remain vested in such Contracting Party or its nationals.

(3) The aeronautical authorities of either Contracting Party may require the airline(s) designated by the other Contracting Party to satisfy them that it is qualified to meet the conditions and the obligations prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities.

(4) On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs (2) and (3) of this Article, grant to the airline(s) so designated the appropriate operating authorization without unreasonable delay.

(5) The designated airline(s) of either Contracting Party may commence, when it has acquired operating authorization, operation of the agreed services in accordance with the relevant provisions of this Agreement from the date prescribed in such authorization.

Article 4
Revocation, Suspension of Authorization or Imposition of Conditions

(1) Each Contracting Party shall have the right to revoke or suspend the operating authorization granted to the designated airline(s) of the other Contracting Party or to impose such conditions as it may deem necessary on the exercise by the said designated airline(s) of the rights specified in Article 2 (Grant of Rights) of this Agreement, in any of the following cases:

(a) where it is not satisfied that the substantial ownership and effective control of the said designated airline are vested in the other Contracting Party designating that airline or its nationals; or

(b) where the said designated airline(s) fails to comply with the laws and

regulations of either Contracting Party referred to in Article 5 (Application of Laws and Regulations) of this Agreement; or

(c) where the said designated airline(s) otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

(2) Unless immediate revocation, suspension of rights or imposition of conditions prescribed in paragraph (1) of this Article is essential to prevent further infringement of laws and regulations by the said designated airline(s), such rights shall be exercised only after consultation with the other Contracting Party.

Article 5
Application of Laws and Regulations

(1) The laws and regulations of one Contracting Party relating to the admission to, departure from or operation and navigation in its territory of aircraft engaged in the international operation shall be applicable to the aircraft of the designated airline(s) of the other Contracting Party, while entering, departing from or operating and navigating in the territory of the first Contracting Party.

(2) The laws and regulations of one Contracting Party relating to admission to, stay in or departure from its territory of passengers, crew, baggage, cargo or mail, such as laws and regulations relating to entry, clearance, immigration, passports, customs and quarantine, shall be applicable to the passengers, crew, baggage, cargo or mail carried by the aircraft of the designated airline(s) of the other Contracting Party while entering, staying in and departing from the territory of the first Contracting Party.

(3) Other relevant laws and regulations relating to aircraft and provisions in respect of civil aviation of one Contracting Party shall be applicable to the designated airline(s) of the other Contracting Party while operating the agreed services in the territory of the first Contracting Party.

(4) Passengers, baggage, cargo and mail in direct transit and not leaving the area of the airport reserved for such purpose shall be subject to no more than

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a simplified control.

Article 6
Capacity and Frequency Provisions

(1) There shall be a fair and equal opportunity for the designated airlines of the Contracting Parties to operate the agreed services on the specified route.

(2) Capacity and frequency shall be agreed upon between the aeronautical authorities of the Contracting Parties.

(3) Each Contracting Party shall allow the designated airline(s) of the other Contracting Party to determine the frequency and capacity of the international air transportation it offers within the agreed capacity entitlement based on commercial considerations of the marketplace.

(4) In operating the agreed services the designated airline(s) of each Contracting Party shall take into account the interests of the designated airline(s) of the other Contracting Party so as not to affect unduly the services provided by the latter on the whole or part of the same route.

(5) The agreed services supplied by the designated airlines of the Contracting Parties shall be provided at a reasonable load factor capacity adequate to meet the traffic requirements for the carriage of passengers, baggage, cargo and mail between the territories of the Contracting Parties.

(6) Provision for taking on board and discharging passengers, baggage, cargo and mail by the designated airline(s) of one Contracting Party at point(s) on the specified routes other than point(s) in the territory of either Contracting Party 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(s);

(b) traffic requirements of the country or region other than the

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Contracting Parties through which the agreed service passed, taking account of other air services established by airline(s) of the State or that region.

Article 7
Cooperative Marketing Arrangements

In operating or holding out the agreed services on the specified routes, the designated airline(s) may, subject to national laws and regulations and policies, enter into cooperative marketing arrangements which may include but are not limited to joint venture, blocked space or code-sharing arrangements, whether as the operating or the non-operating airline with:

(a) an airline(s) of the same Contracting Party;

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

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

provided that all participants in such arrangements hold the appropriate authorization and meet the requirements applied to such arrangements.

Article 8
Tariffs

(1) The tariffs applicable to the agreed services on the specified routes shall be established by the designated airline(s) at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of service (such as speed and standard of accommodation) and tariffs applicable to the services of other airline(s) on any section of the specified route.

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(2) Each Contracting Party may require notification or filing of tariffs proposed by the designated airline(s) of the other Contracting Party for carriage to or from its territory. Such notification or filing may be required not more than 30 days before the proposed date of introduction. In special cases, this period may be reduced.

(3) 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.

(4) In the event that either aeronautical authority is dissatisfied with a tariff filed or in effect for an airline of the other Contracting Party, the aeronautical authorities will endeavour to settle the matter through consultations, if so requested by either aeronautical authority.

(5) If the aeronautical authorities of the Contracting Parties cannot agree on any tariff submitted to them under paragraph (2) of this Article, or on the determination of any tariff under paragraph (4) of this Article, the dispute shall be settled in accordance with the provisions of Article 18 (Settlement of Disputes) of this Agreement.

(5) The Contracting Parties agree to give particular attention to tariffs which may be objectionable because they appear unreasonably discriminatory, unduly high or restrictive because of the abuse of a dominant position, or artificially low because of direct or indirect governmental subsidy or support.

Article 9
Technical Services and Rate of Charge

(1) Each Contracting Party shall provide regular airport(s), alternate airport(s) and air navigation facilities in its territory and relevant services including communications, navigational, meteorological and other auxiliary facilities and services for the operation of the agreed services by the designated airline(s) of the other Contracting Party.

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(2) The designated airline(s) of each Contracting Party shall be charged for the use of airports and air navigation facilities of the other Contracting Party at fair and reasonable rates prescribed by the appropriate authorities of the other Contracting Party. Such rate shall not be higher than those applicable to any airline of other States for the services and the use of similar airports and air navigational facilities in the territory of the other Contracting Party.

Article 10
Provision of Statistical Data

The aeronautical authorities of either Contracting Party shall furnish to the aeronautical authorities of the other Contracting Party, at their request, statistical data as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services operated by the designated airline(s) of the first Contracting Party on the specified route. Such data shall include all information required to determine the amount of traffic carried by the said designated airline on the agreed services.

Article 11
Representation and Personnel

(1) For the operation of the agreed services on the specified routes, the designated airline(s) of each Contracting Party shall have the right, to set up representation at the point(s) on the specified routes within the territory of the other Contracting Party.

(2) The designated airline(s) of either Contracting Party shall have the right, in accordance with the laws and regulations relating to entry, residence and employment of the other Contracting Party, to bring in and maintain in the territory of the other Contracting Party their representatives and those of its own managerial, technical, operational and other specialist staff at managerial level who are required for the provisions of the agreed services, including third country nationals.

(3) The staff members of the representative offices of the designated airline(s)

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of either Contracting Party in the territory of the other Contracting Party shall be subject to the laws and regulations of the other Contracting Party.

(4) Either Contracting Party grants to the designated airlines of the other Contracting Party the right to engage in the sale of air transportation in its territory directly and, at the airlines' discretion, through its agents. The designated airlines of each Contracting Party shall also have the right to sell such transportation, and any person shall be free to purchase such transportation, in the currencies of the other Contracting Party, or in freely convertible currencies in accordance with the provisions of the foreign exchange control regulations of that other Contracting Party.

Article 12
Customs Duties and Taxation

(1) When an aircraft operated on the agreed services by the designated airline(s) of one Contracting Party arrives in the territory of the other Contracting Party, the said aircraft and its regular equipment, spare parts (including engines), fuels, oil (including hydraulic fluids, lubricants) and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt on the basis of reciprocity from all customs duties, taxes, inspection fees and other similar fees and charges, provided such equipment and items remain on board the aircraft up to such time as they are re-exported.

(2) The following equipment and items shall also be exempt on the basis of reciprocity from all customs duties, taxes, inspection fees and other similar fees and charges, with the exception of charges corresponding to the services provided:

(a) regular equipment, spare parts (including engines), fuels, oil (including hydraulic fluids, lubricants) and aircraft stores (including food, beverages and tobacco) carried into the territory of the other Contracting Party and intended for use on aircraft operated on the agreed services by the designated airline(s), even when such equipment

and items are to be used on part of the journey performed over the territory of the other Contracting Party;

(b) spare parts (including engines) introduced into the territory of the other Contracting Party for the maintenance or repair of aircraft operated on the agreed services by the designated airline(s).

(3) The equipment and items referred to in paragraphs (1) and (2) of this Article may be unloaded in the territory of the other Contracting Party with the approval of the Customs authorities of the other Contracting Party. Such equipment and items shall be kept under the supervision or control of the Customs authorities of the other Contracting Party up to such time as they are re-exported, or otherwise disposed of in accordance with the customs regulations of the other Contracting Party.

(4) The exemption provided for in paragraphs (1) and (2) of this Article shall also be available where a designated airline of one Contracting Party has contracted with other airline(s), which similarly enjoy(s) such exemptions in the territory of the other Contracting Party, for the loan or transfer in the territory of the other Contracting Party of the equipment and items specified in paragraphs (1) and (2) of this Article.

(5) Printed ticket stock, air waybills and publicity materials introduced by the designated airline(s) of one Contracting Party into the territory of the other Contracting Party, shall be exempt on the basis of reciprocity from all customs duties, taxes, inspection fees and other similar fees and charges.

(6) Office supplies, vehicles for office use, vehicles for special use at airport, bus-type vehicles (excluding cars) for carriage of crew members and their baggage, as well as computer reservation system and communication equipment including their spare parts of the representation of the designated airline(s) of either Contracting Party shall, when introduced into the said territory of the other Contracting Party, be exempt from customs duties and other duties on importation on the basis of reciprocity provided these supplies are intended for the airline's own use and do not exceed reasonable limit.

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(7) Baggage, cargo and mail in direct transit shall be exempt from all customs duties, taxes, inspection fees and other similar fees and charges on the basis of reciprocity with the exception of the charges corresponding to the services provided.

(8) The revenues and profit realized by the designated airline(s) of each Contracting Party within the territory of the other Contracting Party in connection with operation of the agreed services shall be exempt from all taxes.

(9) The property of the designated airline(s) of each Contracting Party within the territory of the other Contracting Party shall exempt from all taxes on the basis of reciprocity.

(10) Wages, salaries and other similar remuneration received by the employees of the representation of the designated airline(s) of either Contracting Party, who are nationals of the first Contracting Party, shall be exempt from all taxes on the basis of reciprocity by the other Contracting Party.

Article 13
Conversion and Remittance of Revenue

(1) The designated airline(s) of either Contracting Party shall have, on the reciprocal basis, the right to remit its revenue received in the territory of the other Contracting Party to its home territory.

(2) The conversion and remittance of such revenue shall be effected in convertible currencies at the effective rate of exchange prevailing on the date of remittance.

Article 14
Aviation Security

(1) The Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference

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forms an integral part of this Agreement. The Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offenses and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971 and the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988.

(2) The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of 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 Standards and Recommended Practices relating to aviation security established by the International Civil Aviation Organization and designated as Annexes to the Convention on International civil Aviation to the extent that such Standards and Recommended Practices are applicable to the Contracting Parties. They shall require that operators of aircraft on their registry and operators of aircraft who have their principal place of business or permanent residence in their territory and operators of airports in their territory to act in conformity with such aviation security provisions.

(4) Both Contracting Parties agree that such operators of aircraft may be required to observe the aviation security provisions established by the other Contracting Party as referred to in paragraph (3) of this Article for entry into, departure from, or while within the territory of that other Contracting Party. Both Contracting Parties shall ensure that adequate measures are effectively applied within its territory to protect the safety of the aircraft prior to and during boarding or loading, and to inspect passengers, crew, baggage, cargo and aircraft stores prior to boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

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

Article 15
Aviation Safety

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

(2) If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph (1) that meet the Standards established at that time pursuant to the Convention, the other Contracting Party shall be informed of such findings and of the steps considered necessary to conform with the ICAO Standards. The other Contracting Party shall then take appropriate corrective action within an agreed period of time.

(3) Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Contracting Party, on service to or from the territory of another Contracting Party, may, while within the territory of the other Contracting Party be the subject of a search by the authorized representatives of the other Contracting 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.

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

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

Article 16
Recognition of Certificates and Licenses

(1) Each Contracting Party shall recognize valid certificates of air worthiness, certificates of competency and licenses issued or validated by the aeronautical authorities of the other Contracting Party for the operation of the agreed services on the specified routes, provided that the standards of such certificates and licenses are equivalent to or above the minimum standards established from time to time in accordance with the Convention on International Civil Aviation.

(2) Each Contracting Party may, however, refuse to recognize as valid for the purpose of flight above its own territory, certificates of competency and licenses granted to or validated for its own nationals by the other Contracting Party or by a third country.

Article 17
Consultation

(1) The Contracting Parties shall, in the spirit of close cooperation and mutual support, ensure the correct implementation of and satisfactory compliance with the provisions of this Agreement. To this end, the aeronautical authorities of the Contracting Parties shall consult each other from time to time.

(2) Either Contracting Party may at any time request consultation with the other Contracting Party concerning this Agreement. Such consultation shall

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begin as soon as possible, and at least within sixty (60) days from the date of receipt of the request by the other Contracting Party unless otherwise agreed to.

Article 18
Settlement of Disputes

(1) If any dispute arises between the Contracting Parties relating to the interpretation or implementation of this Agreement, the aeronautical authorities of the two Contracting Parties shall in the first place settle the dispute by negotiation.

(2) If the aeronautical authorities of the Contracting Parties fail to reach a settlement of the said dispute, the Contracting Parties shall settle such dispute through diplomatic channels.

Article 19
Amendment and Modification

(1) If either of the Contracting Parties considers it desirable to amend any provision of this Agreement or its Annex, it may at any time request consultation with the other Contracting Party, and such consultation, which may be through discussion or by correspondence, shall begin within a period of ninety (90) days from the date of receipt of the request by the other Contracting Party, unless both Parties agree to an extension of this period.

(2) The consultation referred to in paragraph (1) of this Article may also be held between the aeronautical authorities of the Contracting Parties.

(3) With the exception of provisions provided in paragraph (4) of this Article, any amendment to this Agreement shall come into force when it has been confirmed by an exchange of notes through diplomatic channels.

(4) If the Amendment relates only to the provisions of the annexed Schedules, it may be agreed upon between the aeronautical authorities of both Contracting Parties and shall become effective from the date of the agreement

between both aeronautical authorities.

Article 20
Termination

(1) Either Contracting Party may at any time give notice to the other Contracting Party through diplomatic channels of its decision to terminate this Agreement. This Agreement shall then terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party unless such notice is withdrawn by agreement between the Contracting Parties before the expiry of this period. Such notice shall simultaneously be communicated to the International Civil Aviation Organization.

(2) In default of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the date on which the International Civil Aviation Organization will have received communication thereof.

Article 21
Registration with International Civil Aviation Organization

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

Article 22
Entry Into force

This Agreement shall enter into force on the date of receipt of the last notification through diplomatic notes by either Contracting Party to the other Contracting Party that it has fulfilled its internal legal procedures for the entry into force of this Agreement.

In witness whereof, the undersigned, duly authorized by their respective

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Governments, have signed this Agreement.

Done in Kigali on July 23, 2018 in duplicate in the Chinese and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

For the Government of
the People's Republic of China

For the Government of
the Republic of Rwanda

Annex
Route Schedule

1. The route of the agreed services operated by the airlines designated by the Government of the People's Republic of China shall be as follows in both directions:

Points of origin:	Intermediate points	Points of destination in Rwanda:	Beyond points
Any points in China	Any points	Two points to be specified by the aeronautical authority of China	Any points

2. The route of the agreed services operated by the airlines designated by the Government of the Republic of Rwanda shall be as follows in both directions:

Points of origin:	Intermediate points	Points of destination in China:	Beyond points
Any points in Rwanda	Any points	Three points to be specified by the aeronautical authority of Rwanda	Any points

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Notes:

1. The designated airline(s) of either Party may omit on any or all flights, any point on the specified routes and may serve them in any order, provided the agreed service begin and terminate in the territory of the Party designating the airline.

2. The exercise of fifth freedom traffic rights by the designated airline(s) of both Contracting Parties on the intermediate and beyond points shall be agreed upon between the aeronautical authorities of the two Parties.

3. Unless otherwise agreed, points specified in the above Routes Schedule shall not include Hong Kong Special Administrative Region, Macau Special Administrative Region or points in Taiwan Province of China.

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Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida nº 015/01 ryo ku wa 31/01/2020 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Rubanda y'Ubushinwa ajyanye no Gutwara Abantu n'Ibintu mu Kirere mu ndege za Gisivili, yakorewe i Kigali, ku wa 23 Nyakanga 2018

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Presidential Order nº 015/01 of 31/01/2020 ratifying the Agreement between the Government of the Republic of Rwanda and the Government of the People's Republic of China relating to Civil Air Transport, done in Kigali, on 23rd July 2018

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à l'Arrêté Présidentiel nº 015/01 du 31/01/2020 ratifiant l'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Populaire de Chine relatif au transport aérien civil, fait à Kigali, le 23 juillet 2018

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA Nº 016/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA *GUINÉE ÉQUATORIALE* AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I KIGALI, KU WA 14 MUTARAMA 2019

PRESIDENTIAL ORDER Nº 016/01 OF 31/01/2020. RATIFYING THE AGREEMENT RELATING TO AIR TRANSPORT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF EQUATORIAL GUINEA, DONE AT KIGALI, ON 14TH JANUARY 2019

ARRÊTÉ PRÉSIDENTIEL Nº 016/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AU TRANSPORT AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE GUINÉE ÉQUATORIALE, FAIT À KIGALI, LE 14 JANVIER 2019

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

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Twebwe, KAGAME Paul,
Perezida wa Repubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;

Dushingiye ku Itegeko n° 43/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya *Guinée Équatoriale* ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Kigali mu Rwanda, ku wa 14 Mutarama 2019;

Tumaze kubona Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya *Guinée Équatoriale* ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Kigali, ku wa 14 Mutarama 2019;

PRESIDENTIAL ORDER Nº 016/01 OF 31/01/2020 RATIFYING THE AGREEMENT RELATING TO AIR TRANSPORT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF EQUATORIAL GUINEA, DONE AT KIGALI, ON 14TH JANUARY 2019

We, KAGAME Paul,
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;

Pursuant to Law n° 43/2019 of 25/10/2019 approving the ratification of the Agreement relating to Air Transport between the Government of the Republic of Rwanda and the Government of the Republic of Equatorial Guinea, done at Kigali, Rwanda, on 14 January 2019;

Considering the Agreement relating to Air Transport between the Government of the Republic of Rwanda and the Government of the Republic of Equatorial Guinea, done at Kigali, on 14th January 2019;

ARRÊTÉ PRÉSIDENTIEL Nº 016/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AU TRANSPORT AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE GUINÉE ÉQUATORIALE, FAIT À KIGALI, LE 14 JANVIER 2019

Nous, KAGAME Paul,
Président de la République;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;

Vu la Loi n° 43/2019 du 25/10/2019 approuvant la ratification de l'Accord relatif au transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Guinée Équatoriale, fait à Kigali au Rwanda, le 14 janvier 2019;

Considérant l'Accord relatif au transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Guinée Équatoriale, fait à Kigali, le 14 janvier 2019;

Bisabwe na Minisitiri w'Ibikorwa Remezo;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE:

Ingingo ya mbere: Kwemeza burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya *Guinée Équatoriale* ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Kigali, ku wa 14 Mutarama 2019, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

On proposal by the Minister of Infrastructure;

After consideration and approval by the Cabinet;

HAVE ORDERED AND ORDER:

Article One: Ratification

The Agreement relating to Air Transport between the Government of the Republic of Rwanda and the Government of the Republic of Equatorial Guinea, done at Kigali, on 14th January 2019, annexed to this Order, is ratified and becomes fully effective.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.

Article 3: Commencement

This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Sur proposition du Ministre des Infrastructures;

Après examen et adoption par le Conseil des Ministres;

AVONS ARRÊTÉ ET ARRÊTONS:

Article premier: Ratification

L'Accord relatif au transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Guinée Équatoriale, fait à Kigali, le 14 janvier 2019, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

Article 2: Autorités chargées de l'exécution du présent arrêté

Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.

Article 3: Entrée en vigueur

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA Nº 016/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA *GUINÉE ÉQUATORIALE* AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I KIGALI, KU WA 14 MUTARAMA 2019

ANNEX TO PRESIDENTIAL ORDER Nº 016/01 OF 31/01/2020 RATIFYING THE AGREEMENT RELATING TO AIR TRANSPORT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF EQUATORIAL GUINEA, DONE AT KIGALI, ON 14TH JANUARY 2019

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ACCORD RELATIF AU TRANSPORT AERIEN

ENTRE

LE GOUVERNEMENT DE LA REPUBLIQUE DU RWANDA

ET

LE GOUVERNEMENT DE LA REPUBLIQUE DE GUINNEE EQUATORIALE

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Préambule

Le Gouvernement de la République du Rwanda et le Gouvernement République de Guinée Equatoriale (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 ;

Étant Parties à la Décision relative à la mise en œuvre de la Déclaration de Yamoussoukro concernant la libéralisation de l'accès aux marchés du transport aérien en Afrique, signée le 14 novembre 1999 et approuvée par les Chefs d'Etats de l'OUA en Juillet 2000 ;

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 :

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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 Ministère en charge de l'aviation civile; et dans le cas de la République de Guinée Equatoriale, le Ministère en charge de l'aviation civile 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 ;

d) «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 ;

e) « 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;

f) « OACI » signifie l'Organisation de l'Aviation Civile Internationale ;

g) [« 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

cette contrepartie ; (ou renvoi à la définition de la Décision de Yamoussoukro)

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 » désigne les routes figurant au tableau des routes annexé au présent Accord ;

j) « services agrées » signifie les services aériens réguliers de transport, distincts ou combinés, de passagers, de courrier et de fret, effectués moyennant rémunération sur les routes spécifiées ;

k) « 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 État ont pour destination un autre point du territoire de ce même État ;

n) « 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;

o) « 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 ;

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p) Décision de Yamoussoukro : Décision relative à la mise en œuvre de la déclaration de Yamoussoukro concernant la libéralisation de l'accès aux marchés du transport aérien en Afrique, signée le 14 novembre 1999 et approuvé par les Chefs d'Etats de l'OUA en juillet 2000.

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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 à la 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.

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Article 3
Désignation et autorisation

1. Chaque Partie a le droit de désigner 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 t 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.

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Article 4
Refus, révocation et limitation de l'autorisation

1. Les autorités aéronautiques de chaque Partie Contractante ont 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 :

   a) si elles n'ont pas la preuve que la compagnie est sous le contrôle réglementaire effectif de la Partie Contractante qui la désigne ;

   b) si la Partie Contractante qui a désigné ne se conforme pas aux dispositions de l'article 7 (Sécurité) ou de l'article 8 (Sûreté de l'aviation) ;

   c) si l'entreprise désignée n'est pas 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 qui a reçu la désignation.

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.

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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, de 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 règlementation relative à l'immigration, à la douane, à la quarantaine et aux autres domaines.

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Article 6
Reconnaissance des Certificats

1. 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.

2. 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.

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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.

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

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

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b) des motifs sérieux de craindre des déficiences dans l'adoption et la mise en œuvre 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.

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Article 8
Sûreté de l'aviation

1. Conformément à leurs droits et obligations en vertu du droit international, les Parties Contractantes réaffirment que leur obligation mutuelle de protéger 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 à Montréal le 23 septembre 1971, du Protocole pour la répression des actes illicites de violence dans les aéroports servant à l'aviation civile internationale (complémentaire à la Convention pour la répression d'actes illicites dirigés contre la sécurité de l'aviation civile), 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.

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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 débuteront 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.

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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.

2. 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.

3. Chacune des Parties Contractantes et la ou des entreprises désignées par elle prendra 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.

4. Chaque Partie Contractante convient de prendre des mesures pour éliminer toutes les formes de discrimination ou de pratiques concurrentielles déloyales.

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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;

   b) 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.

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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.

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Article 12
Approbation des programmes de vols

1. 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.

2. 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.

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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.

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Article 14
Tarifs

1. 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.

2. 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.

3. 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

1. 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.

2. 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.

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Article 16
Droits de douane

1. Chaque Partie Contractante exempte sur une base de réciprocité l'entreprise désignée par l'autre Partie Contractante, dans toute la mesure que permet sa législation nationale, 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.

2. 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.

3. 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.

4. Les exonérations prévues au présent article sont également accordées lorsque le ou les transporteur(s) aérien(s) désigné(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.

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Article 17
Activités commerciales

1. 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.

2. 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.

3. 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.

4. 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.

5. 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

1. 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.

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

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Article 19
Consultations

1. 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.

2. 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.

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Article 20
Règlement des différends

1. En cas de différend entre les Parties Contractantes au sujet de l'interprétation ou de l'application du présent Accord, les Parties Contractantes s'efforcent en premier lieu de le régler par voie de négociations.

2. 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.

3. 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.

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

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

6. 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

1. 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.

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

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

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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.

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Article 23
Dénonciation

1. 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.

2. 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.

3. 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.

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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 aprés que les deux Parties Contractantes se seront mutuellement informées de l'accomplissement de leurs procédures constitutionnelles.

En foi de quoi, les soussignés, dûment autorisés par leurs Gouvernements respectifs ont signé le présent Accord.

Fait à Kigali, le 14 janvier 2019 en trois exemplaires originaux, en langue française, anglaise et espagnole, les trois textes faisant également foi. En cas de désaccord, c'est le texte en langue française qui prévaut.

.....	.....
POUR LE GOUVERNEMENT DE LA REPUBLIQUE DU RWANDA	POUR LE GOUVERNEMENT DE LA REPULIQUE DE GUINNEE EQUATORIALE

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 :

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

Point au départ	Points intermédiaires	Points en Guinée Equatoriale	Points au-delà
Tous points au Rwanda	Tous points	Tous points	Tous points

Avec l'exercice du droit de la cinquième liberté sur tous les points

b) **Routes exploitées par la ou (les) entreprise(s) désignée(s) de la République du Mali :**

Point au départ	Points intermédiaires	Points au Rwanda	Points au-delà
Tous points en Guinée Equatoriale	Tous points	Tous points	Tous points

Avec l'exercice du droit de la cinquième liberté sur tous les points

33/33

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida nº 016/01 ryo ku wa 31/01/2020. ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya *Guinée Équatoriale* ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Kigali, ku wa 14 Mutarama 2019

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Presidential Order nº 016/01 of 31/01/2020 ratifying the Agreement relating to Air Transport between the Government of the Republic of Rwanda and the Government of the Republic of Equatorial Guinea, done at Kigali, on 14 January 2019

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à l'Arrêté Présidentiel nº 016/01 du 31/01/2020 ratifiant l'Accord relatif au transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Guinée Équatoriale, fait à Kigali, le 14 janvier 2019

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA Nº 017/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA *GHANA* AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I KIGALI, KU WA 21 GICURASI 2018

PRESIDENTIAL ORDER Nº 017/01 OF 31/01/2020 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF GHANA, DONE IN KIGALI, ON 21ST MAY 2018

ARRÊTÉ PRÉSIDENTIEL Nº 017/01 DU 31/01/2020 RATIFIANT L'ACCORD BILATÉRAL RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU GHANA, FAIT À KIGALI, LE 21 MAI 2018

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

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Twebwe, KAGAME Paul,
Perezida wa Repubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;

Dushingiye ku Itegeko n° 44/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya *Ghana* ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Kigali mu Rwanda, ku wa 21 Gicurasi 2018;

Tumaze kubona Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya *Ghana* ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Kigali, ku wa 21 Gicurasi 2018;

PRESIDENTIAL ORDER Nº 017/01 OF 31/01/2020 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF GHANA, DONE IN KIGALI, ON 21ST MAY 2018

We, KAGAME Paul,
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;

Pursuant to Law n° 44/2019 of 25/10/2019 approving the ratification of the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Ghana, done at Kigali, Rwanda, on 21 May 2018;

Considering the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Ghana, done in Kigali, on 21st May 2018;

ARRÊTÉ PRÉSIDENTIEL Nº 017/01 DU 31/01/2020 RATIFIANT L'ACCORD BILATÉRAL RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU GHANA, FAIT À KIGALI, LE 21 MAI 2018

Nous, KAGAME Paul,
Président de la République;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;

Vu la Loi n° 44/2019 du 25/10/2019 approuvant la ratification de l'Accord bilatéral relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Ghana, fait à Kigali au Rwanda, le 21 mai 2018;

Considérant l'Accord bilatéral relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Ghana, fait à Kigali, le 21 mai 2018;

Bisabwe na Minisitiri w'Ibikorwa Remezo;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE:

Ingingo ya mbere: Kwemeza burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya *Ghana* ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Kigali, ku wa 21 Gicurasi 2018, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

On proposal by the Minister of Infrastructure;

After consideration and approval by the Cabinet;

HAVE ORDERED AND ORDER:

Article One: Ratification

The Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Ghana, done in Kigali, on 21st May 2018, annexed to this Order, is ratified and becomes fully effective.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.

Article 3: Commencement

This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Sur proposition du Ministre des Infrastructures;

Après examen et adoption par le Conseil des Ministres;

AVONS ARRÊTÉ ET ARRÊTONS:

Article premier: Ratification

L'Accord bilatéral relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Ghana, fait à Kigali, le 21 mai 2018, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

Article 2: Autorités chargées de l'exécution du présent arrêté

Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.

Article 3: Entrée en vigueur

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA Nº 017/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA *GHANA* AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I KIGALI, KU WA 21 GICURASI 2018

ANNEX TO PRESIDENTIAL ORDER Nº 017/01 OF 31/01/2020 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF GHANA, DONE IN KIGALI, ON 21ST MAY 2018

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL Nº 017/01 DU 31/01/2020 L'ACCORD BILATÉRAL RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU GHANA, FAIT À KIGALI, LE 21 MAI 2018

BILATERAL AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF THE REPUBLIC OF GHANA

PREAMBLE

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

Being parties to

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

The Yamoussoukro Declaration on a New African Air Transport Policy adopted on 7 October 2008;

The Yamoussoukro Decision relating to the implementation of the Yamoussoukro Declaration concerning the liberalisation of Access to Air Transportation markets in Africa on 14 November 1999 as endorsed by the Organisation of African Unity (OAU) Heads of State in July 2000; and

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 peoples of the two countries;

Desiring to facilitate the expansion of international air transport opportunities;

HAVE AGREED AS FOLLOWS:

ARTICLE 1: DEFINITIONS

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

    a) **"Aeronautical Authority"** means in the case of Rwanda , the Ministry of Infrastructure and Rwanda Civil Aviation Authority and in the case of the Republic of Ghana, the Ministry responsible for Civil Aviation, or in both cases, their successors or any person or body who may be authorized to perform any function to which this Agreement relates;

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

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

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

e) **"Capacity"** is the amount(s) of services provided under this Agreement, usually measured in the number of flights (frequencies) or seats or tonnes of cargo offered in a market (city pair, or country to country) or on a route during a specific period, such as daily, weekly, seasonally or annually;

f) **"Cargo"** includes mail;

g) **"Convention"** means the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December 1944, and includes: (i) any amendment thereto which has entered into force under Article 94(a) of the Convention and has been ratified by both Contracting Parties; and (ii) any annex or amendment adopted thereto under Article 90 of that Convention, insofar as such annex or amendment is at any given time effective for both Contracting Parties;

h) **"Designated Airline"** means an airline that has been designated and authorized in accordance with Article 3 of this Agreement;

i) **"Tariffs"** means the prices which the Designated Airlines charged for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including the commissions paid to agencies and other auxiliary services, but excluding remuneration and conditions for carriage of mail;

j) **"Territory"** in relation to a State has the meaning assigned to it in Article 2 of the Convention;

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 crew, passengers, baggage and cargo;

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

3. In implementing this Agreement, the Contracting Parties shall act in conformity with the provisions of the Convention insofar as those provisions are applicable to International Air Services.

ARTICLE 2: GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement to enable its Designated Airlines to establish and operate the 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 passenger, baggage and Cargo, separately or in any combination, while operating the Agreed Services on 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, shall also enjoy the rights specified in paragraphs 2(a) and 2(b) of this Article.

4. Nothing in this Article shall be deemed to confer on any Designated Airlines of either Contracting Party the privilege of taking on, in the Territory of the other

Contracting Party, passengers, baggage and Cargo carried for remuneration or hire and destined for another point within the Territory of that other Contracting Party.

5. If because of armed conflict, political disturbances or developments or special and unusual circumstances a Designated Airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangement of routes as is mutually decided by the Contracting Parties.

6. The Designated Airlines shall have the right to use all airways, airports and other facilities provided by the Contracting Parties on a non-discriminatory basis.

ARTICLE 3: DESIGNATION AND AUTHORIZATION

1. The Aeronautical Authority of each Contracting Party shall have the right to designate one or more 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, through diplomatic channels by the Aeronautical Authority of the Contracting Party having designated the airline to the Aeronautical Authority of the other Contracting Party.

2. On receipt of a notice of designation, substitution or alteration thereto, and on application from the Designated Airline in the form and manner prescribed, the other Contracting Party shall, grant the appropriate operating authorizations with minimum procedural delay, provided:

   a) the incorporation and principal place of business of the airline are in the territory of the
   b) the Contracting Party designating the airline has and maintains effective regulatory control of the airline;

   c) the Designated Airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Contracting Party considering the application or applications; and

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

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

ARTICLE 4: REVOCATION OR SUSPENSION OF OPERATING AUTHORIZATION

1. The Aeronautical Authority of each Contracting Party shall, with respect to an airline designated by the other Contracting Party, have the right to withhold, revoke, suspend, or limit, or impose conditions on the operating authorization where:

a) the Aeronautical Authority is not satisfied that the incorporation and principal place of business of the airline are in the territory of the Contracting Party designating the airline; or

b) in the event that the Aeronautical Authority is not satisfied that the Contracting Party designating the airline has and maintains effective regulatory control of the airline; or

c) in the event that 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;

d) the other Contracting Party designating the airline is not maintaining and administering the standards as set forth in Article 6 (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 non compliance with subparagraphs 1(b) or 1(c) of this Article, the rights established by this Article shall be exercised only after consultation with the Aeronautical Authority 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 authorization of a Designated Airline or Airlines of the other Contracting Party in accordance with the provisions of Article 6 (Safety) and Article 7 (Aviation Security).

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

ARTICLE 5: APPLICATION OF LAWS

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

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

3. Neither Contracting Party may grant any preference to its own or any other airline(s) over the Designated Airline(s) of the other Contracting Party in the application of the laws and regulations provided for in this Article.

4. Passengers, baggage, cargo and mail in direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such purposes shall, except in respect of security measures, narcotics control or in special circumstances, be subject to no more than a simplified control.

ARTICLE 6: SAFETY

1. Each Contracting Party may request consultations at any time concerning safety standards maintained by the other Contracting Party relating to aeronautical facilities, aircrew, 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 (Revocation or Suspension of Operating Authorization) of this Agreement.

3. Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of an airline of one Contracting Party on services to or from the Territory of the other Contracting Party, may, while within the Territory of the other Contracting Party, be made the subject of an examination by the authorized representatives of the other Contracting Party provided this does not cause unreasonable delay in the operation of the aircraft. The purpose of this search shall be to verify the validity of the relevant aircraft documentation, the licensing of its 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 licenses in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid or that the requirements under which that aircraft is operated are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by an airline of one Contracting Party in accordance with

paragraph (3) of this Article is denied by a representative of that airline, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph (4) of this Article arise and draw the conclusions referred to in that paragraph.

6. Each Contracting Party reserves the right to suspend or vary the operating authorization of an airline 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 9/25 September 1963, the *Convention for the Suppression of Unlawful Seizure of Aircraft*, signed at the Hague on 16 December 1970, the *Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation*, signed at Montreal on 23 September, 1971 and the *Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation done at Montreal on 23 September 1971*, signed at Montreal on 24 February 1988, and any other agreement governing civil aviation security binding upon both Contracting Parties.

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 operators of aircraft referred to in paragraph (6) above may be required to observe the aviation security provisions referred to in paragraph (4) above applied by the other Contracting Party for entry into, departure from, or while within the Territory of that other Contracting Party.

8. Each Contracting Party shall ensure that measures are effectively applied within its Territory to protect the aircraft and to screen their passengers, crew and carry-on items and to carry out appropriate security checks on baggage, Cargo and aircraft stores prior to boarding or loading. Each Contracting Party also agrees to give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

9. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation 10/25 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 Authority of the first Contracting Party may request immediate consultations with

the Aeronautical Authority of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for the application of paragraph (1) of Article 4 of this Agreement. When required by an emergency, a Contracting Party may take interim action under paragraph (1) of Article 4 (Revocation or Suspension of Operating Authorization) 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 licenses issued, or rendered valid by one Contracting Party and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the Agreed Services on the Specified Routes, provided that the requirements under which such certificates and licences were issued, or rendered valid, are equal to or higher than the minimum requirements which are, or may be in the future, established under the Convention.

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

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

ARTICLE 9: FAIR COMPETITION

1. Each Contracting Party shall allow a fair and equal opportunity for the Designated

Airlines to
compete freely in providing the international air transportation governed by this Agreement.

2. Each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination and anti-competitive or predatory practices in the exercise of the rights and entitlements set out in this Agreement.

3. Each Contracting Party shall allow the Designated Airlines to determine the capacity and the number of frequencies to be operated based upon commercial consideration in the marketplace. Consistent with this right, neither Contracting Party shall unilaterally limit the volume of traffic, frequencies or regularity of service or the aircraft type(s) operated by the Designated Airlines of the other Contracting Party, except as may be required for customs, technical, operational or environmental requirements under uniform conditions consistent with Article 15 of the Convention.

4. Neither Contracting Party shall impose on the Designated Airlines of the other Contracting Party, a first refusal requirement, uplift ratio, no objection fee or any other requirement with respect to capacity, frequencies or traffic which would be inconsistent with the purposes of this Agreement.

ARTICLE 10: APPROVAL OF SCHEDULES

1. The Designated Airlines of each Contracting Party shall submit for approval to the type of aircraft, and period of validity. This requirement shall likewise apply to any modification thereof.

2. If a Designated Airline wishes to operate ad-hoc flights supplementary to those covered in the approved schedules, it shall obtain prior permission of the Aeronautical Authority of the Contracting Party concerned, who shall give positive and favourable consideration to such request.

ARTICLE 11: STATISTICS

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

ARTICLE 12: COOPERATIVE MARKETING ARRANGEMENTS

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

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

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

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

   provided that all airlines in such arrangements hold the appropriate authority to operate on the routes and segments concerned.
2. In the event of code-sharing arrangement, the marketing airline shall, in respect of any ticket sold by it, make it clear to the purchaser at the point of sale which airline or airlines will actually operate each sector of the service and with which airline the purchaser is entering into a contractual relationship.
3. The Contracting Parties agree to take the necessary action to ensure that consumers are fully informed and protected with respect to code-shared flights operating to or from their Territory and that, as a minimum, passengers should be provided with the necessary information 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-sharing 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 transportation.

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 may be required in connection with the provision of air transportation.

3. Such representatives and staff requirements mentioned in paragraph (2) of this Article may, at the option of the Designated Airline, be satisfied by its own personnel of any nationality or by using the services of any other airline, organization or company operating in the Territory of the other Contracting Party and authorized to perform such services in the Territory of such other Contracting Party.

4. The Designated Airlines of each Contracting Party shall, either directly and at their discretion, through agents, have the right to engage in the sale of air transportation and its ancillary products and facilities in the Territory of the other Contracting Party.

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

6. The Designated Airlines of each Contracting Party shall have the right to pay for local expenses in the Territory of the other Contracting Party in local currency or provided that this is in accordance with local currency regulations, in any freely convertible currencies.

7. Each Designated Airline shall have the right to provide their own ground handling services in the Territory of the other Contracting Party or otherwise to contract these

services out, in full or in part, at its option, with any of the suppliers authorised for the provision of such services. Where or as long as the laws and regulations applicable to ground handling in the territory of one Contracting Party do not allow self-handling or limit the freedom to contract these services out, each Designated Airline shall be treated on a non-discriminatory basis as regards their access to ground handling services provided by a supplier or suppliers.

ARTICLE 14: TARIFFS

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

   (a) prevention of Tariffs whose application constitutes anti-competitive behaviour 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 existing or 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 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 Airline, as well as printed ticket stock, airway bills, staff uniforms, computers and ticket printers used by the Designated Airline for reservations and ticketing, any printed material which bears the insignia of the Designated Airline printed thereon and usual publicity and promotional materials distributed free of charge by such Designated Airline.

2. The exemptions granted by this Article shall apply to the items referred to in paragraph (1) of this Article which are:
   a) introduced into the Territory of one Contracting Party by or on behalf of a Designated Airline of the other Contracting Party;

   b) retained on board the aircraft of a Designated Airline of one Contracting Party upon arriving in and until leaving the Territory of the other Contracting Party and/or consumed during flight over that Territory;

   c) taken on board the aircraft of a Designated Airline of one Contracting Party in the Territory of the other Contracting Party and intended for use in operating the agreed services;

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

3. The regular airborne equipment, as well as the materials, supplies and stores normally retained on board the aircraft used by the Designated Airline of either

Contracting Party may be unloaded in the Territory of the other Contracting Party only with the approval of the customs authorities of that other Contracting Party. In such a case, they may be required to be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

4. The exemptions provided for by this Article shall also be available in situations where the Designated Airlines of one Contracting Party have entered into arrangements with another airline(s), for the loan or transfer in the Territory of the other Contracting Party, of the regular equipment and the other items referred to in paragraph (1) of this Article, provided that that other airline enjoys the same exemption(s) from that other Contracting Party.

ARTICLE 16: USER CHARGES

1. Each Contracting Party shall use its best efforts to ensure that the User Charges imposed or permitted to be imposed by its competent charging bodies on the Designated Airlines of the other Contracting Party for the use of airports and other aviation facilities are just and reasonable. These charges shall be based on sound economic principles and shall not be higher than those paid by other airlines for such services.

2. Neither Contracting Party shall give preference, with respect to User Charges, to its own or to any other airline(s) engaged in similar International Air Services and shall not impose or permit to be imposed, on the Designated Airline(s) of the other Contracting Party User Charges higher than those imposed on its own Designated Airline(s) operating similar International Air Services using similar aircraft and associated facilities and services.

3. Each Contracting Party shall encourage consultations between its competent charging bodies and the Designated Airlines using the services and facilities, where practicable through those airlines' representative organisations. Each Contracting Party shall encourage the competent charging bodies to provide users with reasonable notice whenever possible of any proposal for changes in User Charges together with relevant supporting information and data, to enable users to express their views before the charges are revised.

ARTICLE 17: TRANSFER OF FUNDS

1. Each Contracting Party shall grant to the Designated Airlines of the other Contracting Party the right to transfer freely the excess of receipts over expenditure earned by such airlines in its Territory in connection with the sale of air transportation, sale of other ancillary products and services as well as commercial interest earned on such revenues (including interest earned on deposits awaiting transfer). Such transfers shall be effected in any convertible currency, in accordance with the foreign exchange regulations of the Contracting Party in the Territory of which the revenue accrued. Such 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, the latter shall have a right to impose reciprocal restrictions on the Designated Airlines of the first Contracting Party.
3. In the event that there exists, a special agreement between the Contracting Parties for the 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 (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 flight 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

Each Designated Airline shall be permitted to use surface modes of transport without restriction in conjunction with the international passenger and 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: CONSULTATION

1. In the 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.

9. 2. Except as provided in Article 6 (Safety) and Article 7 (Aviation Security), 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 of the date of receipt of such a request, unless otherwise agreed by both Contracting Parties.

ARTICLE 22: AMENDMENT OF AGREEMENT

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

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

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

4. This Agreement shall, subject to the necessary changes, be deemed to have been amended by those provisions of any international convention or

multilateral agreement which becomes binding on both Contracting Parties.

ARTICLE 23: SETTLEMENT OF DISPUTES

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

2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute 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 negotiation, the dispute shall, at the request of either Contracting Party, be submitted for decision to a tribunal of three (3) arbitrators which shall be constituted in the following manner:

a) Within sixty (60) days of receipt of a 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 paragraph (3) subparagraph (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 a case the arbitrator or arbitrators appointed by the said President or the Vice President as the case may be, shall not be nationals or permanent residents of the States parties to this Agreement.

4. Except as hereinafter provided in this Article or otherwise agreed by the Contracting Parties, the tribunal shall determine the place where the proceedings will be held and the limits of its jurisdiction in accordance with this Agreement. The tribunal shall establish its own procedure. 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 may be taken by a majority vote.

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

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

9. Subject to the final decision of the tribunal, the Contracting Parties shall bear the costs of its arbitrator and an equal share of the other costs of the tribunal, including any expenses incurred by the President or Vice President of the Council of the International Civil Aviation Organization in implementing the procedures in paragraph 3(b) of this Article.

10. If, and as long as, either Contracting Party fails to comply with a decision contemplated in paragraph (8) of this Article, the other Contracting Party may 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, other than amendments to the Annex, shall be submitted by the Contracting Parties to the International Civil Aviation Organization for registration.

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 a 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 be provisionally made effective from the date of signature and shall enter into force on the day the last written notification is received by diplomatic note confirming that the Contracting Parties have fulfilled all respective internal procedures required for the entry into force of this Agreement.

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

Done in KIGALI on this 21 day of May of the year 2018.

FOR THE GOVERNMENT OF

THE REPUBLIC OF RWANDA

Hon Eng. Jean de Dieu UWIHANGANYE
Minister of State in Charge of Transport

FOR THE GOVERNMENT OF

THE REPUBLIC OF GHANA

Hon Cecilia ABENA DAPAAH
Minister for Aviation

HON. MINISTER
MINISTRY OF AVIATION

ANNEX

ROUTE SCHEDULE

Section 1

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

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points in Rwanda	Any Points	Any Points in Ghana	Any Points

and vice-versa.

Section 2:

Routes to be operated by the Designated Airline(s) of Any Points in Ghana

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points in Ghana	Any Points	Any Points in Rwanda	Any Points

and vice-versa.

NOTES

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

a) operate flights in either or both directions;
b) combine different flight numbers within one aircraft operation;
c) serve intermediate and beyond points and points in the territories of the Contracting Parties, including co-terminal points, on the routes in any combination and in any order;
d) omit stops at any point or points;
e) transfer traffic, including code-sharing operations, from any of its aircraft

to any of its other aircraft at any point on the routes;

f) serve points behind any point in its territory 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;

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 cargo services, the service serves a point in the territory of the Contracting Party designating the airline(s).

(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.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida nº 017/01 ryo ku wa 31/01/2020 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya *Ghana* ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Kigali, ku wa 21 Gicurasi 2018

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Presidential Order nº 017/01 of 31/01/2020 ratifying the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Ghana, done in Kigali, on 21st May 2018

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à l'Arrêté Présidentiel nº 017/01 du 31/01/2020 ratifiant l'Accord bilatéral relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Ghana, fait à Kigali, le 21 mai 2018

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA Nº 018/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA BENIN AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I COTONOU, KU WA 23 WERURWE 2016

PRESIDENTIAL ORDER Nº 018/01 OF 31/01/2020 RATIFYING THE AGREEMENT RELATING TO AIR TRANSPORT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF BENIN, DONE AT COTONOU, ON 23RD MARCH 2016

ARRÊTÉ PRÉSIDENTIEL Nº 018/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AU TRANSPORT AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU BÉNIN, FAIT À COTONOU, LE 23 MARS 2016

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

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ITEKA RYA PEREZIDA Nº 018/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA BENIN AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I COTONOU, KU WA 23 WERURWE 2016

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;

Dushingiye ku Itegeko n° 45/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Benin ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i *Cotonou* muri *Benin*, ku wa 23 Werurwe 2016;

Tumaze kubona Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Benin ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Cotonou, ku wa 23 Werurwe 2016;

PRESIDENTIAL ORDER Nº 018/01 OF 31/01/2020 RATIFYING THE AGREEMENT RELATING TO AIR TRANSPORT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF BENIN, DONE AT COTONOU, ON 23RD MARCH 2016

We, KAGAME Paul,
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;

Pursuant to Law n° 45/2019 of 25/10/2019. approving the ratification of the Agreement relating to Air Transport between the Government of the Republic of Rwanda and the Government of the Republic of Benin, done at Cotonou, Benin, on 23 March 2016;

Considering the Agreement relating to Air Transport between the Government of the Republic of Rwanda and the Government of the Republic of Benin, done at Cotonou, on 23rd March 2016;

ARRÊTÉ PRÉSIDENTIEL Nº 018/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AU TRANSPORT AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU BÉNIN, FAIT À COTONOU, LE 23 MARS 2016

Nous, KAGAME Paul,
Président de la République;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;

Vu la Loi n° 45/2019 du 25/10/2019 approuvant la ratification de l'Accord relatif au transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Bénin, fait à Cotonou au Bénin, le 23 mars 2016;

Considérant l'Accord relatif au transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Bénin, fait à Cotonou, le 23 mars 2016;

Bisabwe na Minisitiri w'Ibikorwa Remezo;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE:

Ingingo ya mbere: Kwemeza burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Benin ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Cotonou, ku wa 23 Werurwe 2016, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

On proposal by the Minister of Infrastructure;

After consideration and approval by the Cabinet;

HAVE ORDERED AND ORDER:

Article One: Ratification

The Agreement relating to Air Transport between the Government of the Republic of Rwanda and the Government of the Republic of Benin, done at Cotonou, on 23rd March 2016, annexed to this Order, is ratified and becomes fully effective.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.

Article 3: Commencement

This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Sur proposition du Ministre des Infrastructures;

Après examen et adoption par le Conseil des Ministres;

AVONS ARRÊTÉ ET ARRÊTONS:

Article premier: Ratification

L'Accord relatif au transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Bénin, fait à Cotonou, le 23 mars 2016, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

Article 2: Autorités chargées de l'exécution du présent arrêté

Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.

Article 3: Entrée en vigueur

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA Nº 018/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA BENIN AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I COTONOU, KU WA 23 WERURWE 2016

ANNEX TO PRESIDENTIAL ORDER Nº 018/01 OF 31/01/2020 RATIFYING THE AGREEMENT RELATING TO AIR TRANSPORT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF BENIN, DONE AT COTONOU, ON 23RD MARCH 2016

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL Nº 018/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AU TRANSPORT AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU BÉNIN, FAIT À COTONOU, LE 23 MARS 2016

ACCORD
RELATIF AU TRANSPORT AERIEN

ENTRE

LE GOUVERNEMENT
DE LA REPUBLIQUE DU RWANDA

ET

LE GOUVERNEMENT
DE LA REPUBLIQUE DU BENIN

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Le Gouvernement de la République du Rwanda, d'une part ;

Et

Le Gouvernement de la **République du Bénin**, d'autre part ;

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;

Étant parties à la Décision relative à la mise en œuvre de la Déclaration de Yamoussoukro concernant la libéralisation de l'accès aux marchés du transport aérien en Afrique, signée le 14 novembre 1999 et approuvée par les Chefs d'Etat de l'OUA en juillet 2000;

Désireux de promouvoir et de faciliter le développement des services aériens internationaux;

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

Désireux d'assurer au plus haut niveau la sécurité et la sûreté de l'Aviation Civile ;

Soucieux de promouvoir la coopération bilatérale entre les peuples béninois et rwandais, et plus particulièrement le développement des échanges commerciaux entre les deux pays ;

Sont convenus de ce qui suit ;

Article premier
Définitions

Aux fins du présent Accord, sauf indication contraire, les termes et expressions ci-dessous s'entendent:

a) «**Accord**», le présent Accord, son (ses) Annexe(s) et leurs amendements éventuels;

b) «**Autorités aéronautiques**», dans le cas de la République du Bénin le Ministre en charge de l'Aviation Civile, et dans le cas de la République du Rwanda le Ministre en charge de l'Aviation Civile ou, dans les deux cas, toute autre autorité ou personne habilitée à remplir les fonctions actuellement exercées par lesdites autorités ;

c) «**Capacité**», 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 (paire de villes ou de pays à pays) ou sur une route pendant une période donnée (jour, semaine, saison ou année) ;

d) «**Entreprise de transport aérien désignée**», une entreprise de transport aérien qui a été désignée et autorisée conformément à l'article 3 du présent Accord;

e) «**Décision de Yamoussoukro**», la Décision relative à la mise en œuvre de la Déclaration de Yamoussoukro concernant la libéralisation de l'accès aux marchés du transport aérien en Afrique, signée le 14 novembre 1999 et approuvée par les Chefs d'Etat de l'OUA en juillet 2000 ;

f) «**Convention**», 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 auxdites Annexes ou à la Convention en vertu des articles 90 et 94, dans la mesure ou lesdits Annexes et amendements ont pris effet pour les Parties Contractantes ;

g) «**OACI**», l'Organisation de l'Aviation Civile Internationale ;

h) «**Partie Contractante**», un des Etats formellement lié par le présent Accord;

i) «**Tarif**», 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 compagnies aériennes ou par leurs agents, ainsi que les conditions dans lesquelles ces prix ou tarifs s'appliquent ;

j) «**Redevances d'usage**», les redevances imposées aux compagnies aériennes 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 ;

k) «**Routes spécifiées** », les routes figurant aux tableaux des routes annexé au présent Accord ;

l) «**Services agréés**», les services aériens réguliers de transport, distincts ou combinés, de passagers, de courrier et de fret, effectués moyennant rétribution sur les routes spécifiées ;

m) «**Service aérien**», «**Service aérien International**» et «**Escale non commerciale**», le sens que leur donne l'article 96 de la Convention ; et

n) «**Territoire**», le territoire d'un État au sens que lui donne l'article 2 de la Convention :

o) «**Transport aérien**», le transport public, par aéronef, de passagers, de bagages, de marchandises et de courrier, séparément ou en combinaison, contre rémunération ou en vertu d'un contrat de location ;

p) «**Transport aérien intérieur**», 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 point du territoire de ce meme État ;

q) «**Transport aérien intermodal** », 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 ou en vertu d'un contrat de location ;

r) «**Transport aérien international** », 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 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, la ou les entreprises désignées de chaque Partie Contractante jouira ou jouiront de l'exploitation des services aériens internationaux :

a) le droit de survoler le territoire de l'autre Partie Contractante;

b) le droit de faire des escales sur le territoire de l'autre Partie Contractante à des fins non commerciales ;

c) le droit d'embarquer et de débarquer sur le territoire de l'autre Partie Contractante, aux points spécifiés aux tableaux de routes figurant à l'Annexe du présent Accord, des passagers, des bagages, des marchandises et des envois postaux.

2. Aucune disposition du présent Accord n'est censée conférer aux entreprises désignées d'une Partie Contractante le droit d'embarquer contre rémunération sur le territoire de l'autre Partie Contractante des passagers, des bagages, des marchandises ou du courrier à destination d'un autre point du territoire de cette autre Partie Contractante.

3. En cas de conflit armé, de troubles politiques ou de circonstances exceptionnelles 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

Article 3
Désignation et Autorisation

1. Chaque Partie Contractante a le droit de désigner 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. Cette désignation fera l'objet d'une notification écrite par voie diplomatique entre les autorités aéronautiques des Parties Contractantes.

2. Dès réception de cette désignation et de la demande de l'entreprise de transport aérien désignée, dans la forme et de la manière prescrites pour l'autorisation d'exploitation, chaque Partie Contractante accorde l'autorisation d'exploitation appropriée avec le minimum de délai de procédure, à condition que :

a) l'entreprise de transport aérien désignée ait son principal établissement sur le territoire de la Partie Contractante qui l'a désignée ;

b) la Partie Contractante qui a désigné l'entreprise de transport aérien ait et maintienne sur elle un contrôle réglementaire effectif;

c) la Partie Contractante qui a désigné l'entreprise de transport aérien se conforme aux dispositions de l'article 7 (Sécurité) et de l'article 8 (Sûreté de l'Aviation) du présent Accord ;

d) l'entreprise de transport aérien 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 examine la demande.

3. Dès réception de l'autorisation d'exploitation visée au paragraphe 2, une entreprise de transport aérien désignée peut à tout moment commencer à exploiter les services convenus pour lesquels elle est ainsi désignée, à condition qu'un tarif établi conformément aux dispositions de l'Article 14 du présent Accord soit appliqué.

Article 4
Refus, révocation et limitation de l'autorisation

1. Les autorités aéronautiques de chaque Partie Contractante ont le droit de refuser les autorisations prévues à l'article 3 (Désignation et autorisation) et de révoquer ou suspendre ces autorisations ou d'imposer des conditions, de façon temporaire ou permanente si :

a) elles n'ont pas la preuve que l'entreprise de transport aérien désignée a son principal établissement sur le territoire de la Partie Contractante désignant l'entreprise ;

b) elles n'ont pas la preuve que la Partie Contractante qui a désigné l'entreprise de transport aérien a et maintient sur elle un contrôle réglementaire effectif;

c) la Partie Contractante désignant l'entreprise ne se conforme pas aux dispositions de l'article 7 (Sécurité) ou de l'article 8 (Sûreté de l'aviation) du présent Accord ;

d) l'entreprise de transport aérien désignée n'est pas à même de respecter les autres conditions prescrites par les lois et règlements normalement appliqués à l'exploitation de services de transport aérien international par la Partie Contractante qui a reçu la désignation.

2. A 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) ou 8 (Sûreté de l'Aviation), les droits énoncés au paragraphe 1 ne seront exercés qu'après 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 de transport aérien 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, de 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 de transport aérien désignée de chaque Partie Contractante lorsqu'ils se trouvent sur ledit territoire.

3. Aucune Partie Contractante n'accordera à sa propre entreprise de transport aérien ni à aucune autre une préférence par rapport à une entreprise de

transport aérien désignée par une autre Partie Contractante et exerçant des activités semblables de transport aérien international, dans l'application de ses règlements relatifs à l'immigration, à la douane, à la quarantaine et aux autres domaines.

Article 6
Reconnaissance des Certificats

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

2. 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 accordés à ses propres ressortissants par une autre Partie Contractante.

Article 7
Sécurité

1. Chaque Partie Contractante peut en tout temps demander des consultations au sujet des normes de sécurité adoptées par une autre Partie Contractante dans les 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 requiert pas ou n'applique pas effectivement, dans le domaine mentionné au paragraphe 1, des normes de sécurité au moins égales aux normes minimales instituées au moment considéré en application de la Convention, elle informe l'autre Partie Contractante de ces consultations et l'autre Partie Contractante adopte des mesures correctives en conséquence. Si l'autre Partie Contractante ne prend pas des mesures adéquates dans un délai de 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 (Refus, révocation et limitation de l'autorisation).

3. Nonobstant les obligations énoncées par l'article 33 de la Convention, 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 le territoire de l'autre Partie Contractante, être soumis par les représentants habilités de l'autre Partie Contractante à un examen à bord ou à l'extérieur de l'aéronef afin de vérifier la validité des documents de l'aéronef et de ceux de son équipage ainsi que l'état apparent de l'aéronef et de ses équipements pour autant que cela n'entraîne pas un retard déraisonnable.

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

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

b) des motifs sérieux de craindre des déficiences dans l'adoption et la mise en œuvre effective de normes de sécurité en vigueur au moment considéré conformément à la Convention, la Partie Contractante qui effectue l'inspection est, conformément à 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 au moment considéré conformément à la Convention.

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

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 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, et de toute autre convention internationale et/ou protocole en vigueur dans les deux Etats relatifs à la sûreté de l'Aviation Civile.

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 Internationale.

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 ces exploitants d'aéronefs peuvent être tenus d'observer les dispositions relatives à la sûreté de l'Aviation Civile dont il est question au paragraphe 3 et que toute autre Partie Contractante prescrit pour l'entrée et le séjour sur son territoire et pour la sortie de son territoire.

Chacue 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 Contractante 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 débuteront 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 la compagnie ou des compagnies 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 de transport aérien désignées de chaque Partie Contractante auront des possibilités équitables et égales d'exploiter des vols sur toute route convenue entre les territoires des Parties Contractantes.

2. Chaque Partie Contractante permet à chaque entreprise de transport aérien désignée de déterminer la fréquence et la capacité du transport aérien international qu'elle offre en fonction de considérations commerciales du marché.

3. Dans l'exploitation des services agréés, les entreprises de transport aérien désignées devront prendre en considération leurs intérêts mutuels afin de ne pas affecter indument leurs services respectifs.

4. Les services assurés par une entreprise de transport aérien désignée en vertu des dispositions du présent Accord auront pour but essentiel de fournir une capacité de transport suffisante pour répondre aux demandes de trafic entre le pays dont ladite entreprise a la nationalité et le pays de destination finale du trafic. Le droit d'embarquer ou de débarquer sur ces services du trafic international à destination ou en provenance de pays tiers en un ou plusieurs points des routes indiquées dans le présent Accord, sera exercé conformément aux principes généraux de développement ordonné du transport aérien international auxquels souscrivent les deux Parties Contractantes et sera soumis au principe général selon lequel la capacité doit être en rapport avec :

a) les besoins de trafic entre le pays d'origine et les pays de destination finale ;

b) les exigences de l'exploitation de services qui se poursuivent au-delà de points situés sur le territoire des Parties Contractantes ;

c) les besoins de trafic de la région traversée par la entreprise de transport aérien, compte tenu des services locaux et régionaux.

5. Chaque Partie Contractante convient de prendre les mesures nécessaires pour éliminer toutes les formes de discrimination ou de pratiques concurrentielles déloyales nuisibles à la position concurrentielle d'une entreprise de transport aérien désignée de l'autre Partie Contractante.

6. Des consultations entre les Parties Contractantes seront organisées chaque fois que de besoin, qu'une Partie Contractante demandera que la capacité offerte dans le cadre de l'Accord soit revue, afin d'assurer l'application des principes qui régissent l'exploitation desdits services.

Article 10
Arrangements de partage de codes et de coopération

1. Pour exploiter ou offrir les services autorisés sur les routes convenues, toute entreprise de transport aérien désignée d'une Partie Contractante peut conclure des arrangements de coopération dans le domaine de la commercialisation

notamment en matière de coentreprises, de réservation de capacité et de partage de codes avec :

a) une ou plusieurs entreprise de transport aérien de l'une ou l'autre Partie Contractante;

b) une ou plusieurs entreprises de transport aérien d'un pays tiers signataire de la Décision de Yamoussoukro;

Sous réserve que toutes les entreprises de transport aérien qui concluent ces arrangements:

i) détiennent les autorisations appropriées et

ii) répondent aux conditions normalement appliquées à ces arrangements.

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, au minimum, les renseignements nécessaires soient fournis aux passagers comme suit:

a) par le personnel de l'entreprise de transport aérien au moment de la réservation et à toutes les étapes du voyage ;

b) par écrit, sur le billet et/ou 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 l'entreprise de transport aérien responsable en cas de dommage ou d'accident.

Article 11
Location d'aéronefs

Les compagnies aériennes 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

1. L'entreprise de transport aérien désignée de chaque Partie Contractante soumettra, pour approbation aux autorités aéronautiques de l'autre Partie Contractante le programme de vols qu'elle envisage appliquer, trente (30) jours au maximum, avant que les services convenus ne soient assurés. Elle fera de même, dans un délai de quinze (15) jours, pour toute modification de ce programme.

2. Dans le cas de vols supplémentaires que l'entreprise de transport aérien désignée d'une Partie Contractante souhaite assurer sur les services convenus en dehors du programme approuvé, cette entreprise demandera l'autorisation préalable des autorités aéronautiques de l'autre Partie Contractante. Ces demandes seront soumises à approbation au moins trois (3) jours ouvrables avant l'exécution des vols.

Article 13
Statistiques

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

Article 14
Tarifs

1. Les tarifs sur les services visés par le présent Accord sont établis à des taux raisonnables par la ou les entreprises de transport aérien désignées, 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 à appliquer par les entreprises de transport aérien soient approuvés par l'une ou l'autre des Parties Contractantes.

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

3. Les Parties Contractantes conviennent d'accorder une attention particulière aux tarifs qui pourraient être inadmissibles parce que 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

1. Aucune des Parties Contractantes 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 compagnies exploitant des services internationaux similaires.

2. 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 non moins favorables qu'aux conditions les plus favorables que celles offertes à toute autre entreprise assurant des services aériens internationaux similaires au moment où sont conclues les modalités de leur utilisation.

Article 16
Droits de douane

1. Chaque Partie Contractante exempte sur une base de réciprocité une entreprise désignée par l'autre Partie Contractante, dans toute la mesure que permet sa législation nationale, des droits de douane, taxes d'accise, frais de visite et autres droits et redevances nationaux sur les aéronefs, le carburant, les lubrifiants, 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 uniquement en rapport avec l'exploitation ou l'entretien courant des aéronefs de l'entreprise de transport aérien désignée de l'autre Partie Contractante qui exploite les services convenus.

2. Les exemptions accordées par le présent Article s'appliquent aux articles visés au paragraphe 1 ;

a) introduits sur le territoire de la Partie Contractante considérée par ou au nom de l'entreprise de transport aérien désignée par une autre Partie Contractante ;

b) conservés à bord des aéronefs de l'entreprise de transport aérien désignée d'une Partie Contractante à l'arrivée sur le territoire ou au départ du territoire de l'autre Partie Contractante ; ou

c) embarqués à bord d'aéronefs de l'entreprise de transport aérien désignée par une Partie Contractante sur le territoire de l'autre Partie Contractante et destinés à être utilisés dans l'exploitation des services convenus, que ces articles soient ou non utilisés ou consommés entièrement sur le territoire de la Partie Contractante 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 Contractante.

3. L'équipement de bord ordinaire ainsi que les matériaux et fournitures normalement conservés à bord des aéronefs d'une entreprise de transport aérien 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.

4. Les exonérations prévues au présent article sont également accordées lorsque le ou les transporteur(s) aérien(s) désigné(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 aux paragraphes 1 et 2 du présent article.

Article 17
Activités commerciales

1. Chaque Partie Contractante accorde aux entreprises de transport aérien 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 la entreprise de transport aérien), y compris le droit d'établir des bureaux sur réseau et hors réseau.

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

3. La ou les entreprises de transport aérien désignées d'une Partie Contractante sont autorisées 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.

4. Les représentants et le personnel sont soumis aux lois et règlements en vigueur de l'autre Partie Contractante, dans le cadre desquels:

a) chaque Partie Contractante, avec le délai minimal, accorde aux représentants et au personnel prévus au paragraphe 3 les autorisations d'emploi, visas de visiteur et autres documents similaires nécessaires ;

b) les Parties Contractantes faciliteront et accéléreront les formalités relatives aux autorisations d'emploi pour le personnel exécutant certaines tâches temporaires d'une durée qui ne dépasse pas quatre-vingt-dix (90) jours.

5. Chaque Partie Contractante autorise les entreprises de transport aérien désignées de l'autre Partie Contractante à recourir aux services et au personnel de l'autre Partie Contractante.

Article 18
Conversion des devises et transfert des recettes

1. Chaque Partie Contractante autorise la ou les entreprises de transport aérien 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, au taux de change applicable à la date de conversion et de transfert.

2. Si les transactions entre les Parties Contractantes sont réglementées par un accord spécial, celui-ci est applicable.

Article 19
Consultations

1. L'une ou l'autre Partie Contractante peut, à tout moment, demander des consultations sur l'interprétation, l'application, la mise en œuvre ou l'amendement du présent Accord.

2. Ces consultations se tiennent dans les trente (30) jours qui suivent la date à laquelle l'autre Partie Contractante aura reçu la demande, à moins que les Parties Contractantes n'en conviennent autrement.

Article 20
Règlement des différends

1. En cas de litiges entre les Parties Contractantes relatifs à l'interprétation ou à l'application des dispositions du présent Accord, les Gouvernements des Parties Contractantes doivent d'abord chercher à les résoudre par voie de négociation directe.

2. Au cas où les Parties Contractantes ne peuvent parvenir à un accord dans un délai de soixante (60) jours, elles peuvent décider d'en référer à une personne ou à un organisme. En cas de désaccord, à la demande de l'une ou l'autre Partie Contractante, le litige est soumis à un tribunal composé de trois (3) arbitres, chaque partie désignant un arbitre et le troisième devant être choisi par les deux arbitres ainsi nommés.

3. Chaque Partie Contractante désigne un arbitre dans un délai de soixante (60) jours à compter de la date de réception par l'une ou l'autre Partie Contractante d'une notification par voie diplomatique demandant l'arbitrage du litige par un tel tribunal. Le troisième arbitre est ensuite désigné dans un délai de soixante (60) jours. Si à l'expiration du délai indiqué aucun arbitre n'a pu être choisi par les des Parties Contractantes, il peut être demandé au Président du Conseil de l'OACI par l'une ou l'autre Partie Contractante, de désigner un ou plusieurs arbitres selon le cas.

Dans tous les cas, le troisième arbitre est ressortissant d'un Etat tiers et fera office de Président du tribunal arbitral.

4. Le tribunal d'arbitrage fixe librement ses règles de procédure. Les frais des arbitres nationaux sont à la charge des Parties Contractantes qui les ont désignés. Toutes les autres dépenses du tribunal d'arbitrage sont partagées à égalité entre les Parties Contractantes.

5. Les Parties Contractantes se conforment à toute décision rendue en vertu du paragraphe 3 du présent Article.

6. Si l'une des Parties Contractantes ne se conforme pas à une décision rendue en vertu du paragraphe 3 du présent Article et tant qu'elle persiste à ne pas s'y conformer, l'autre Partie Contractante peut limiter, suspendre ou retirer tout droit ou privilège accordé en vertu du présent Accord.

Article 21
Amendements

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

2. Tout amendement entrera en vigueur après confirmation par échange de notes diplomatiques.

3. Tout amendement de l'Annexe du présent Accord est notifié par écrit 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 Parties Contractantes, le présent Accord sera amendé de façon qu'il soit conforme aux dispositions de cet accord multilatéral.

Article 23
Dénonciation

1. Chaque Partie Contractante peut à tout moment notifier à l'autre Partie Contractante, par écrit et par voie diplomatique, son intention de dénoncer le présent Accord. Cette notification sera communiquée simultanément à l'OACI.

2. L'Accord prendra fin douze (12) 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.

3. À défaut de l'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 25
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 par les Parties Contractantes.

Article 24
Entrée en vigueur

Le présent Accord entre provisoirement en vigueur dès sa signature et définitivement après que les Parties Contractantes se seront mutuellement avisées par voie diplomatique de l'achèvement de leurs procédures internes requises pour son entrée en vigueur.

En foi de quoi, les soussignés, dûment autorisés par leurs Gouvernements respectifs ont signé le présent Accord.

Fait à **Cotonou**, le 23 mars 2016, en deux (02) exemplaires originaux, en langue française.

Pour le Gouvernement
de la République du Rwanda

Dr Alexis NZAHABWANIMANA
Ministre d'Etat en charge des Transports

Pour le Gouvernement
de la République du Bénin

Gustave Dépo SONON
Ministre d'Etat chargé des Travaux Publics et des Transports

ANNEXE
TABLEAUX DES ROUTES

Les entreprises de transport aérien désignées de chaque Partie Contractante auront le droit d'assurer les services aériens selon les tableaux des routes suivants:

a) Routes exploitées par l' (les) entreprise(s) de transport aérien désignée(s) de la République du Bénin:

Points au Bénin	Points intermédiaires	Points au Rwanda	Points au-delà
Tous points	Tous points	Kigali	Tous points

b) Routes exploitées par l' (les) entreprise(s) de transport aérien désignée(s) de la Republique du Rwanda:

Points au Rwanda	Points intermédiaires	Points au Bénin	Points au-delà
Tous points	Tous points	Cotonou	Tous points

23

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida nº 018/01 ryo ku wa 31/01/2020 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Benin ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Cotonou, ku wa 23 Werurwe 2016

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Presidential Order nº 018/01 of 31/01/2020 ratifying the Agreement relating to Air Transport between the Government of the Republic of Rwanda and the Government of the Republic of Benin, done at Cotonou, on 23rd March 2016

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à l'Arrêté Présidentiel nº 018/01 du 31/01/2020 ratifiant l'Accord relatif au transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Bénin, fait à Cotonou, le 23 mars 2016

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA Nº 019/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'UBUGEREKI NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I NAYIROBI, KU WA 13 UKUBOZA 2018

PRESIDENTIAL ORDER Nº 019/01 OF 31/01/2020 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE HELLENIC REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, DONE AT NAIROBI, ON 13TH DECEMBER 2018

ARRÊTÉ PRÉSIDENTIEL Nº 019/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE HELLÉNIQUE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, FAIT À NAIRobi, LE 13 DÉCEMBRE 2018

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

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Twebwe, KAGAME Paul,
Perezida wa Repubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;

Dushingiye ku Itegeko n° 47/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'Ubugereki na Guverinoma ya Repubulika y'u Rwanda ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Nayirobi muri Kenya, ku wa 13 Ukuboza 2018;

Tumaze kubona Amasezerano hagati ya Guverinoma ya Repubulika y'Ubugereki na Guverinoma ya Repubulika y'u Rwanda ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Nayirobi, ku wa 13 Ukuboza 2018;

PRESIDENTIAL ORDER Nº 019/01 OF 31/01/2020 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE HELLENIC REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, DONE AT NAIROBI, ON 13TH DECEMBER 2018

We, KAGAME Paul,
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;

Pursuant to Law n° 47/2019 of 25/10/2019 approving the ratification of the Air Services Agreement between the Government of the Hellenic Republic and the Government of the Republic of Rwanda, done at Nairobi, Kenya, on 13 December 2018;

Considering the Air Services Agreement between the Government of the Hellenic Republic and the Government of the Republic of Rwanda, done at Nairobi, on 13th December 2018;

ARRÊTÉ PRÉSIDENTIEL Nº 019/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE HELLÉNIQUE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, FAIT À NAIROBI, LE 13 DÉCEMBRE 2018

Nous, KAGAME Paul,
Président de la République;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;

Vu la Loi n° 47/2019 du 25/10/2019 approuvant la ratification de l'Accord relatif aux services aériens entre le Gouvernement de la République Hellénique et le Gouvernement de la République du Rwanda, fait à Nairobi au Kenya, le 13 décembre 2018;

Considérant l'Accord relatif aux services aériens entre le Gouvernement de la République Hellénique et le Gouvernement de la République du Rwanda, fait à Nairobi, le 13 décembre 2018;

Bisabwe na Minisitiri w'Ibikorwa Remezo;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE:

Ingingo ya mbere: Kwemeza burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'Ubugereki na Guverinoma ya Repubulika y'u Rwanda ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Nayirobi, ku wa 13 Ukuboza 2018, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

On proposal by the Minister of Infrastructure;

After consideration and approval by the Cabinet;

HAVE ORDERED AND ORDER:

Article One: Ratification

The Air Services Agreement between the Government of the Hellenic Republic and the Government of the Republic of Rwanda, done at Nairobi, on 13th December 2018, annexed to this Order, is ratified and becomes fully effective.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.

Article 3: Commencement

This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Sur proposition du Ministre des Infrastructures;

Après examen et adoption par le Conseil des Ministres;

AVONS ARRÊTÉ ET ARRÊTONS:

Article premier: Ratification

L'Accord relatif aux services aériens entre le Gouvernement de la République Hellénique et le Gouvernement de la République du Rwanda, fait à Nairobi, le 13 décembre 2018, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

Article 2: Autorités chargées de l'exécution du présent arrêté

Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.

Article 3: Entrée en vigueur

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA Nº 019/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'UBUGEREKI NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I NAYIROBI, KU WA 13 UKUBOZA 2018

ANNEX TO PRESIDENTIAL ORDER Nº 019/01 OF 31/01/2020 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE HELLENIC REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, DONE AT NAIROBI, ON 13TH DECEMBER 2018

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AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE HELLENIC REPUBLIC

AND

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

PREAMBLE

The Government of the Hellenic Republic

and

The Government of the Republic of Rwanda

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

Being equally desirous to conclude an Agreement for the purpose of establishing and operating scheduled air services between and beyond their respective territories;

Have agreed as follows:

Article 1
Definitions

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

a. The term "Aeronautical Authorities" means, in the case of the Hellenic Republic, the Governor of Civil Aviation Authority and any person or body authorized to perform any functions at present exercised by the said Authority or similar functions and, in the case of the Republic of Rwanda the Minister in charge of Civil Aviation, and any person or body authorized to perform any functions at present exercised by the said administration.

b. 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:

(i) any amendment thereto which has entered into force under Article 94 (a) thereof and has been ratified by both Contracting Parties; and

(ii) any Annex or any amendments thereto adopted under Article 90 of that Convention, insofar as such amendment or Annex is at any given time effective for those Contracting Parties.

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

d. The term "designated airline" means, an airline which has been designated and authorized in accordance with the provisions of Article 3 of the present Agreement.

e. The term "agreed services" means scheduled air services on the routes specified in the Annex to this Agreement for the transport of passengers, cargo and mail, separately or in combination.

f. The term "capacity" in relation to an aircraft means, the payload of that aircraft available on a route or section of a route and the term "capacity" in relation to "an agreed service" means, the capacity of the aircraft used on such service, multiplied by the frequency operated by such aircraft over a given period and a route or section of a route.

g. The term "territory" in relation to a State has the meaning of the Article 2 of the Convention.

h. The terms "air service", "international air service", "airline" and "stop for non-traffic purposes" shall have the meanings respectively assigned to them in Article 96 of the Convention.

i. The term "tariff" means the price to be charged for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services performed by the carrier in connection with the air transportation but excluding remuneration and conditions for the carriage of mail.

j. The term "user charge" means a charge made to airlines for the provision of airport, air navigation or aviation security property or facilities.

k. The term "EU Treaties" means the Treaty on European Union and the Treaty on the Functioning of the European Union.

It is understood that the titles given to the Articles of the present Agreement do in no way restrict or extend the meanings of any of the provisions of the present Agreement.

Article 2
Grant of Rights

1.- Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the conduct of scheduled international air services by the designated airline of the other Contracting Party as follows:

a) To fly, without landing, across the territory of the other Contracting Party;

b) To make stops in the said territory for non traffic purposes and

c) To make stops in the said territory at the points on the route(s) specified in the Route Schedule annexed to this Agreement for the purpose of taking on board and discharging international traffic in passengers, cargo and mail, separately or in combination.

2.- Nothing in the provisions of paragraph (1) shall be deemed to confer on the airline of one Contracting Party the right to take on board, in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of the other Contracting Party.

Article 3
Designation and Authorizations

1.- Each Contracting Party shall have the right to designate, and inform, through diplomatic channels the other Contracting Party, one or more airlines for the purpose of operating the agreed services on the specified routes, and to withdraw or alter such designations.

2.- On receipt of such a designation the other Contracting Party shall grant the appropriate authorizations and permissions with the minimum procedural delay, provided :

a) in the case of an airline designated by the Hellenic Republic:
   i) it is established in the territory of the Hellenic Republic under the EU Treaties and has a valid Operating Licence in accordance with European Union law; and
   ii) effective regulatory control of the airline is exercised and maintained by the European Union Member State responsible for issuing its Air Operator's Certificate and the relevant aeronautical authority is clearly identified in the designation;

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 is licensed in accordance with the applicable law of the Republic of Rwanda; and

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

c) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied - in conformity with the provisions of the Convention - to the operation of international air services by the Contracting Party receiving the designation.

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

Article 4
Suspension and Revocation

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

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

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

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

b) 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 law of the Republic of Rwanda; or

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

c) such airline is unable to prove that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied in conformity with the Convention to the operation of international air services by the Contracting Party receiving the designation; or

d) the airline fails to comply with the laws and/or regulations of the Contracting Party granting these rights; or

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

2.- Unless immediate revocation or 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 consultation with the other Contracting Party, in conformity with Article 15 of this Agreement.

Article 5
Applicability of laws and regulations

1.- The laws, regulations and procedures of one Contracting Party relating to entering into, remaining in or departing from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft shall be complied with by the designated airline of the other Contracting Party upon entrance into, while within and departure from the said territory.

2.- The laws and regulations of one Contracting Party respecting entry, clearance, staying or transit, emigration or immigration, passports, customs and quarantine shall be complied with by the designated airline of the other Contracting Party and by or on behalf of its crew, passengers, cargo and mail upon transit of, admission to, while within and departure from the territory of such Contracting Party.

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 only be subject to 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 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 Hellenic Republic the laws and regulations of the European Union, and unexpired shall be recognised as valid by the other Contracting Party, for the purpose of operating the agreed services, provided always that the requirements under which such certificates or licences were issued or validated are equal or above the minimum standards established under 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 15 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 4 of this Agreement.

Article 7
Aviation Safety Provisions

1.- Each Contracting Party may request consultations at any time concerning safety standards maintained in respect of an airline designated by the other Contracting Party in any area relating to aircrew, aircraft or their operation. Such consultations shall take place within 30 days of that request.

2.- If, following such consultations, one Contracting Party finds that the safety standards in the areas referred to in paragraph (1) that are at least equal to the minimum standards established at that time pursuant to the Chicago Convention, are not being effectively maintained and administered in respect of airlines designated by the other Contracting Party, the first Contracting Party shall notify the other Contracting Party of those findings and the steps

considered necessary to conform with the ICAO Standards and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within 15 days or such longer period as may be agreed, shall be grounds for the application of Article 4 of this Agreement.

3.- Notwithstanding the obligations mentioned in Article 33 of the Chicago Convention it is agreed that any aircraft operated by or on behalf of the designated 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 Chicago 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 Chicago Convention,

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Chicago Convention, be free to conclude that the requirements under which the certificates or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Chicago 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 authorisation of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection,

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

7.- Any action by one Contracting Party in accordance with paragraphs (2) or (6) above shall be discontinued once the basis for the taking of that action ceases to exist.

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

Article 8
Aviation Security

1.- Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. 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 of 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, the Protocol for the Suppression of Unlawful Acts Against the Safety of International Airports, 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, and all other international instruments in the same field which may be ratified in the future by the 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 the Contracting Parties; they shall require that operators of aircraft of their registry or operators of aircraft which have their principal place of business or permanent residence in the territory of the Contracting Parties or, in the case of the Hellenic Republic, operators of aircraft which are established in its territory under the Treaty establishing the European Union and have valid Operating Licences in accordance with European Union law, and the operators of airports in their territory act in conformity with such aviation security provisions.

4.- Each Contracting Party agrees that its operators of aircraft shall be required to observe, for 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 the Hellenic Republic, European Union law. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to screen passengers and their carry-on items and to carry out appropriate checks on crew, 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.

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

Article 9
Commercial Opportunities

1.- The designated airline of one Contracting Party shall have the right to maintain its own representation in the territory of the other Contracting Party.

2.- The designated airline of one Contracting Party may, in accordance with the laws and regulations of the other Contracting Party relating to entry, residence and employment, 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.- In case of nomination of a general agent or a general sales agent, this agent shall be appointed in accordance with the relevant applicable laws and regulations of each Contracting Party.

4.- Each designated airline shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party directly or through its agents and any person shall be able to purchase such transportation in accordance with the relevant applicable laws and regulations.

5.- Each Contracting Party shall grant, to the designated airline of the other Contracting Party, the right to transfer to its country on demand, in accordance with the foreign exchange regulations in force, the excess of receipts over expenditure achieved in connection with the carriage of passengers, cargo and mail on the agreed services in the territory of the other Contracting Party.

6.- If one Contracting Party imposes restrictions on the transfer of the excess of receipts achieved by the designated airline of the other Contracting Party, the other Contracting Party will also have the right to impose the same restrictions to the other Contracting Party's airline.

7.- The designated airlines of each Contracting Party, in operating or holding out the agreed services on the specified routes, shall have the right to 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 and meet the requirements normally applied to such arrangements; such as protection and information to passenger for liability.

Each airline involved in code-sharing arrangements shall make clear to the purchasers at the point of sale, which airline will actually operate each sector of the service and with which airline /or airlines the purchaser is entering into contractual relationship.

Each code-sharing frequency operated by the designated airlines of either country will count as one (1) frequency, whereas the code-sharing services of the marketing carrier will not be counted as a frequency.

All code-share arrangements shall have the prior approval of the appropriate aeronautical authorities before implementation.

Article 10
Exemption from customs duties and taxation

1.- Each Contracting Party shall, on the basis of reciprocity, exempt the designated airline of the other Contracting Party under its relevant applicable legislation from import restrictions, customs duties, other taxes, excise duties 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 and other items intended for use or used solely in connection with the operation or servicing of aircraft of the designated airline of such other Contracting Party operating the agreed services, as well as the ground equipment introduced in the territory of either Contracting Party in order to be used in the offices of the designated airline within the limits of the international airports to which the designated airline operate, ticket stock, air way bills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed without charge by that designated airline under its relevant applicable law.

2.- The exemptions granted by this Article shall apply to the items referred to in paragraph (1) of this Article:
a) introduced in the territory of one Contracting Party by or on behalf of the designated airline of the other Contracting Party ;
b) retained on board aircraft of the designated airline of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party ;
c) taken on board aircraft of the designated airline of the other Contracting 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 Contracting Party granting the exemption, provided that the ownership and/or use of such items is not transferred in the territory of the said Contracting Party without the payment of the relevant customs duties and taxes.

3.- The regular airborne equipment, as well as the materials and supplies normally 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 Contracting 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 the customs provisions in force.

4.- Nothing in this Agreement shall prevent the Hellenic Republic from imposing, on a non- discriminatory basis, taxes, levies, duties, fees or charges on fuel supplied in its territory for use in an aircraft of a designated airline of the other Contracting Party that operates between a point in the territory of the Hellenic

Republic and another point in the territory of the Hellenic Republic or in the territory of another European Union Member State.

Article 11
User Charges

Each of the Contracting Parties may impose or permit to be imposed just and reasonable charges for the use of airports and other facilities under its control.

Each of the Contracting Parties agree, however, that such charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

Article 12
Capacity Regulations and Approval of Timetables

1.- The designated airlines of the Contracting Parties shall be afforded fair and equal opportunity to compete in operating the agreed services on the specified routes.

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 set out in this Agreement.

3.- In operating the agreed services the designated airlines of each Contracting Party shall take into account the interests of the designated airlines of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.

4.- The agreed services provided by the designated airlines of the Contracting Parties 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 carriage of passengers, cargo and mail between the territory of the Contracting Party designating the airline and the territory of the other Contracting Party.

5.- The right or privilege, in respect of scheduled international air services, to discharge or take on board, in the territory of another Contracting Party, international traffic coming from or destined to a third Party (i.e. Fifth Freedom Traffic Rights), shall be agreed upon between the two Contracting Parties.

6.- The capacity to be provided including the frequency of services and the type of aircraft to be used by the designated airlines of the Contracting Parties on the agreed services shall be agreed upon by the Aeronautical Authorities.

7.- In case of disagreement between the Contracting Parties, the issues referred to in paragraph (4) above shall be settled in accordance with the provisions of Article 15 of this Agreement. Until such agreement has been reached, the capacity provided by the designated airlines shall remain unchanged.

8.- The designated airlines of each Contracting Party shall submit for approval to the Aeronautical Authorities of the other Contracting Party not later than thirty (30) days prior to the introduction of services on the specified routes the flight timetables. This shall, likewise, apply to later changes. In special cases, this time limit may be reduced subject to the approval of the said Authorities.

Article 13
Air Transport Tariffs

1.- The tariffs in respect of international air services operated to/from/through the territory of either Contracting Party shall be established by the designated airline at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit.

2.- The tariffs established under paragraph (1) above shall not be required to be filed by the designated airlines of one Contracting Party with the Aeronautical Authorities of the other Contracting Party. Notwithstanding this, each Contracting Party shall have the right to intervene so as to:

a) prevent unreasonably discriminatory prices or practices;

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

c) protect airlines from prices that are artificially low due to subsidy or support.

Article 14
Supply of Statistics

The Aeronautical Authorities of either Contracting Party shall supply to the Aeronautical Authorities of the other Contracting Party, at their request, such information and statistics relating to the traffic carried on the agreed services by the designated airline of the first Contracting Party to and from the territory of the other Contracting Party as may normally be prepared and submitted by the designated

airlines to their National Aeronautical Authorities. Any additional statistical traffic data which the Aeronautical Authorities of one Contracting Party may desire from the Aeronautical Authorities of the other Contracting Party shall, upon request, be a subject of mutual discussion and agreement between the two Contracting Parties.

Article 15
Consultations and Modifications

1.- Each Contracting Party or its Aeronautical Authorities may at any time request consultations with the other Contracting Party or with its Aeronautical Authorities.

2.- A consultation requested by one of the Contracting Parties or their Aeronautical Authorities shall begin within a period of sixty (60) days from the date of receipt of the request.

3.- Any modification to this Agreement shall enter into force when the two Contracting Parties will have notified each other through diplomatic channels of the fulfilment of their internal legal procedures relating to the conclusion and the entering into force of international agreements.

4.- Notwithstanding the provisions of paragraph (3), modifications to the Route Schedule annexed to this Agreement may be agreed directly between the Aeronautical Authorities of the Contracting Parties. They shall enter into force after having been confirmed by an exchange of diplomatic notes.

Article 16
Settlement of Disputes

1.- If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement and its Annex, the Contracting Parties shall in the first place endeavour to settle it by negotiations.

2.- If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for an advisory opinion to some person or body.

3.- If the Contracting Parties fail to reach a settlement pursuant to paragraphs (1) and (2) above, the dispute may be referred by mutual agreement of the Contracting Parties to a Tribunal of three arbitrators. 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 two arbitrators so appointed shall designate by common agreement the third arbitrator, who shall be the President of the Tribunal within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate its arbitrator within the period specified or if the third arbitrator has not been nominated within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case may require; provided that if the President of the Council of the International Civil Aviation Organization is a national of either Contracting Party, the senior Vice-President of the Council or if he is such a national, the Senior Member of the Council who is not such a national may be requested to make the appointments as the case may be. The third arbitrator, however, shall be a national of a third state and shall act as the President of the Tribunal and shall determine the place where arbitration will be held.

4.- The Tribunal shall determine its own procedures.

5.- The expenses of the Tribunal shall be shared equally between the Contracting Parties.

6.- The Contracting Parties undertake to comply with any decision delivered in application of the present Article.

7.- If and so long as either Contracting Party or its designated airline fail to comply with a decision given under paragraph (3) of this Article, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of this Agreement.

Article 17
Termination

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

In such case the Agreement shall terminate twelve 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 18
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 Annex shall be deemed to be amended accordingly.

Article 19
Registration

This Agreement, its Annex and all amendments thereto shall be registered with the International Civil Aviation Organization.

Article 20
Entry into Force

This Agreement shall enter into force on the date of the exchange, through diplomatic channels, of written notifications between the Contracting Parties informing each other of the completion of their relevant internal legal procedures necessary to this end.

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

Done at ..NAIROBI.... in two authentic copies, this ...13th... day of December..... ...2018.... in the Greek and English languages, both texts being equally authentic.

For the Government of the Hellenic Republic

Mr. Konstantinos Moatsos
Ambassador

For the Government of the Republic of Rwanda

Eng. Jean de Dieu UWIHANGANYE
Minister of State in charge of Transport

ANNEX

ROUTE SCHEDULE

SCHEDULE I

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

Points of Origin	Intermediate Points	Points of Destination	Beyond Points
Points in Rwanda	Any Points	Athens	Any Points

SCHEDULE II

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

Points of Origin	Intermediate Points	Points of Destination	Beyond Points
Points in Greece	Any Points	Kigali	Any Points

Notes:

1. Intermediate points and points beyond the Contracting Parties may be omitted on any section.

2. Intermediate points and points beyond shall be served by the airlines of Contracting Parties without exercise of traffic rights between points in the territory of third countries and points in the territory of the other Contracting Party.

3. The right of the designated airline of one Contracting Party to operate flights for the carriage of passengers, baggage, cargo and mail between the points in the territory of the other Contracting Party and points in the territory of third countries (5^{th} freedom traffic rights) shall be in conformity with Article 12, paragraph (5) of this Agreement.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida nº 019/01 ryo ku wa 31/01/2020 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'Ubugereki na Guverinoma ya Repubulika y'u Rwanda ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Nayirobi, ku wa 13 Ukuboza 2018

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Presidential Order nº 019/01 of 31/01/2020 ratifying the Air Services Agreement between the Government of the Hellenic Republic and the Government of the Republic of Rwanda, done at Nairobi, on 13th December 2018

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à l'Arrêté Présidentiel nº 019/01 du 31/01/2020 ratifiant l'Accord relatif aux services aériens entre le Gouvernement de la République Hellénique et le Gouvernement de la République du Rwanda, fait à Nairobi, le 13 décembre 2018

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA Nº 020/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA ISILANDE AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I NAYIROBI, KU WA 13 UKUBOZA 2018

PRESIDENTIAL ORDER Nº 020/01 OF 31/01/2020 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF ICELAND, DONE AT NAIROBI, ON 13TH DECEMBER 2018

ARRÊTÉ PRÉSIDENTIEL Nº 020/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT D'ISLANDE, FAIT À NAIROBI, LE 13 DÉCEMBRE 2018

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

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Twebwe, KAGAME Paul,
Perezida wa Repubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;

Dushingiye ku Itegeko n° 48/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Isilande ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Nayirobi muri Kenya, ku wa 13 Ukuboza 2018;

Tumaze kubona Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Isilande ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Nayirobi, ku wa 13 Ukuboza 2018;

Bisabwe na Minisitiri w'Ibikorwa Remezo;

PRESIDENTIAL ORDER Nº 020/01 OF 31/01/2020 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF ICELAND, DONE AT NAIROBI, ON 13TH DECEMBER 2018

We, KAGAME Paul,
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;

Pursuant to Law n° 48/2019 of 25/10/2019 approving the ratification of the Air Services Agreement between the Government of the Republic of Rwanda and the Government of Iceland, done at Nairobi, Kenya, on 13 December 2018;

Considering the Air Services Agreement between the Government of the Republic of Rwanda and the Government of Iceland, done at Nairobi, on 13 December 2018;

On proposal by the Minister of Infrastructure;

ARRÊTÉ PRÉSIDENTIEL Nº 020/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT D'ISLANDE, FAIT À NAIROBI, LE 13 DÉCEMBRE 2018

Nous, KAGAME Paul,
Président de la République;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;

Vu la Loi n° 48/2019 du 25/10/2019 approuvant la ratification de l'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement d'Islande, fait à Nairobi au Kenya, le 13 décembre 2018;

Considérant l'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement d'Islande, fait à Nairobi, le 13 décembre 2018;

Sur proposition du Ministre des Infrastructures;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE:

Ingingo ya mbere: Kwemeza burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Isilande ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Nayirobi, ku wa 13 Ukuboza 2018, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

After consideration and approval by the Cabinet;

HAVE ORDERED AND ORDER:

Article One: Ratification

The Air Services Agreement between the Government of the Republic of Rwanda and the Government of Iceland, done at Nairobi, on 13th December 2018, annexed to this Order, is ratified and becomes fully effective.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.

Article 3: Commencement

This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Après examen et adoption par le Conseil des Ministres;

AVONS ARRÊTÉ ET ARRÊTONS:

Article premier: Ratification

L'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement d'Islande, fait à Nairobi, le 13 décembre 2018, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

Article 2: Autorités chargées de l'exécution du présent arrêté

Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.

Article 3: Entrée en vigueur

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA Nº 020/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA ISILANDE AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I NAYIROBI, KU WA 13 UKUBOZA 2018

ANNEX TO PRESIDENTIAL ORDER Nº 020/01 OF 31/01/2020 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF ICELAND, DONE AT NAIROBI, ON 13TH DECEMBER 2018

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL Nº 020/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT D'ISLANDE, FAIT À NAIROBI, LE 13 DÉCEMBRE 2018

AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF ICELAND

Nairobi, 13 December 2018

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

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

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

Desiring to promote an international aviation system based on competition among airlines in the marketplace with minimum government interference and regulation;

Desiring to facilitate the expansion of international air service opportunities;

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

Have agreed as follows:

Article 1
Definitions

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

1. "Aeronautical authorities" means, in the case of Iceland, the Ministry of the Transport and Local Government or any person or authority empowered to perform the functions now exercised by the said authority, and in the case of Rwanda, the Ministry in charge of Civil Aviation or any person or agency authorized to perform the functions exercised by the said authority or its successor;

2. "Agreement" means this Agreement, its Annexes, and any amendments thereto;

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

4. "Designated airline" means an airline designated and authorized in accordance with Article 3 (Designation and Authorization) of this Agreement;

5. "European Economic Area" (EEA) means the enhanced free trade area established by the Agreement on the European Economic Area, done at Oporto on 2 May 1992, between the European Community and its Member States on the one hand and the

European Free Trade Association States (EFTA) with the exclusion of Switzerland on the other hand, of which Iceland is a Member State;

6. "Full cost" means the cost of providing service plus a reasonable charge for administrative overhead;

7. "International air service" means an air service that passes through the airspace over the territory of more than one State;

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

9. "Stop for non-traffic purposes", "airline", "air service" and "territory" have the meaning specified in Articles 2 and 96 of the Convention; and

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

Article 2
Grant of Rights

1. Each Party grants the other Party's designated airlines the following rights for the conduct of international air services:
   a) the right to fly across its territory without landing;
   b) the right to make stops in its territory for non-traffic purposes; and
   c) the rights otherwise specified in this Agreement.

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

Article 3
Designation and Authorization

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

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

a) in the case of an airline designated by Rwanda:
   (i) it is established in the territory of Rwanda and is licensed in accordance with the applicable law of Rwanda; and
   (ii) Rwanda has and maintains effective regulatory control of the airline and the aeronautical authority is clearly identified in the designation; and
   (iii) it is owned and shall continue to be owned directly or through majority ownership by Rwanda and / or nationals of Rwanda and shall at all times be effectively controlled by Rwanda and/or its nationals.

b) in the case of an airline designated by Iceland:
   (i) it is established in the territory of Iceland in accordance with the Agreement on the European Economic Area, and has a valid Operating Licence in accordance with national law adopted in accordance with the Agreement on the European Economic Area; and
   (ii) effective regulatory control of the airline is exercised and maintained by a Member State of the European Economic Area responsible for issuing its Air Operator's Certificate, and the relevant aeronautical authority is clearly identified in the designation; and
   (iii) it is owned and shall continue to be owned directly or through majority ownership by Member States of the European Economic Area and/or nationals of Member States of the European Economic Area and shall at all times be effectively controlled by such states and/or nationals.

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 Party considering the application or applications; and

d) the provisions set forth in Article 7 (Safety) and Article 8 (Aviation Security) are being maintained and administered.

3. When an airline has been so designated and authorized, it may begin to operate air services on the specified routes provided that the airline complies with all applicable provisions of this Agreement.

Article 4
Revocation of Authorization

1. Either Party may revoke, suspend or limit the operating authorization or technical permission of an airline designated by the other Party where:

b) in the case of an airline designated by Rwanda:
   (i) it is not established in the territory Rwanda; or is not licensed in accordance with the applicable law of Rwanda; or
   (ii) Rwanda is not maintaining effective regulatory control of the airline; or
   (iii) it is not owned, directly or through majority ownership, or it is not at all times effectively controlled by Rwanda and / or its nationals; or
   (iv) the airline has failed to comply with the laws and regulations of Iceland.

a) in the case of an airline designated by Iceland:

(i) it is not established in the territory of Iceland under the Treaty on the functioning of the European Union or under the Agreement on the European Economic Area, or does not have a valid Operating Licence in accordance with European Union law or in accordance with national law adopted in accordance with the Agreement on the European Economic Area; or

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

(iii) it is not owned, directly or through majority ownership by, or it is not at all times effectively controlled by a Member State of the European Economic Area and/or nationals of Member States of the European Economic Area; or

(iv) the airline has failed to comply with the laws and regulations of Rwanda

2. Unless immediate revocation or suspension of the operating authorization mentioned in paragraph 1 of this Article, or imposition of the conditions therein, is essential to prevent further infringements of laws and regulations, such right shall be exercised only after consultations with the other Party.

3. This Article does not limit the rights of either Party to withhold, revoke, limit or impose conditions on the operating authorization or technical permission of an airline or airlines of the other Party in accordance with the provisions of Article 7 (Safety) and Article 8 (Security).

Article 5
Application of Laws

1. While entering, within, or leaving the territory of one Party, its laws and regulations 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 and regulations relating to the admission to or departure from its territory of passengers, crew or cargo on aircraft (including regulations 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, crew or 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 services in the application of its immigration, customs, quarantine and similar regulations.

Article 6
Recognition of Certificates

1. Each Party shall recognize as valid, for the purpose of operating the air services provided for in this Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the State responsible for the regulatory control of a designated airline and still in force, provided that the requirements for such certificates or licenses at least equal the minimum standards that may be established pursuant to the Convention.

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

Article 7
Safety

1. Either Party may request consultations concerning the safety standards maintained in respect of an airline designated by the other Party relating to aeronautical facilities, aircrews, aircraft, and operation of the designated airlines.

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 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 said 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 the other 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 withhold, revoke or limit the operating authorization or technical permission of an airline or airlines of the other Party.

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

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

7. Where one Party has designated an airline whose regulatory control is exercised and maintained by a third State, the rights of the other Party under this Article shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that third State and in respect of the operating authorization of that airline.

Article 8
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 14 September 1963, the *Convention for the Suppression of Unlawful Seizure of Aircraft*, done at The Hague on 16 December 1970, the *Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation*, done at Montreal on 23 September 1971, the *Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation,* signed at Montreal on 24 February 1988, and the *Convention on the Marking of Plastic Explosives for the Purpose of Detection*, done at Montreal on 1 March 1991, and any other convention on civil aviation security to which both Parties become members.

2. Upon request the Parties shall provide each other with all necessary assistance 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 address any other threat to the security of civil air navigation.

3. The Parties shall, in their mutual relations, act in conformity with all aviation security standards and appropriate recommended practices established by the International Civil Aviation Organization 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 operators of airports in their territory act in conformity with such aviation security provisions.

4. Each Party agrees to observe the aviation security provisions required by the other Party for entry into, departure from, or while within, the territory of that other Party and to take adequate measures to protect aircraft and to inspect passengers, crew, and their baggage and carry-on items, as well as 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 special security measures to meet a particular threat.

5. When an incident or threat of an incident of unlawful seizure of aircraft or other unlawful acts against the safety of passengers, crew, aircraft, 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.

6. When a Party has reasonable grounds to believe that the other Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Party may request immediate consultations with the aeronautical authorities of the other Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorization and technical permissions of an airline or airlines of that other Party. When required by an emergency, a Party may take interim action prior to the expiry of fifteen (15) days.

Article 9
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 services.

2. The designated 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 services.

3. 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 services shall be available on an equal basis to all airlines; charges shall be based on the costs of services provided; and such services shall be comparable to the kind and quality of services which would be available if self-handling were possible.

4. Any airline of each Party may engage in the sale of air services in the territory of the other Party directly and, at the airline's discretion, through its agents, except as may be specifically provided by the charter regulations of the country in which the charter originates that relate to the protection of passenger funds, passenger cancellation and refund rights. 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.

5. Each airline shall have the right to convert and remit to its country, 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.

6. 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.

7. In operating or holding out the authorized services on the agreed routes, any designated airline of one Party may enter into co-operative marketing arrangements such as blocked-space, code-sharing or leasing arrangements, with

a) an airline or airlines of either Party; and
b) an airline or airlines of a third country,

provided that such a third country authorizes or allows comparable arrangements between the airlines of the other Party and other airlines on services to, from and via such a third country; provided that all airlines in such arrangements 1) hold the appropriate authority and 2) meet the requirements normally applied to such arrangements.

Article 10
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, airway bills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed free of charge by that designated airline 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 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 territory. 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 apply in situations where a designated airline of one Party has entered into arrangements with other airlines for the loan or transfer in the territory of the other Party of the items specified in paragraphs 1

and 2 of this Article, provided such other airlines similarly enjoy such exemptions from the other Party.

5. Nothing in this Agreement shall prevent either Party from imposing, on a non-discriminatory basis, taxes, levies, duties, fees or charges on fuel supplied in its territory for use in an aircraft of a designated air carrier of the other Party that operates between a point or points in the territory of the first Party and another point in the territory of that Party or a point in the territory of another European Union Member State or EEA EFTA State.

Article 11
User Charges

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

3. Each Party shall encourage consultations between the competent charging authorities or bodies in its territory and the 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 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 party shall be held, in dispute resolution procedures pursuant to Article 16 of this Agreement, to be in breach of a provision of this Article, unless a) it fails to undertake a review of the charge or practice that is the subject of complaint by the other Party within a reasonable amount of time; or 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 12
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 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 Party in which the place of effective management of the airline is situated.

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

Article 13
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 services governed by this Agreement.

2. Each Party shall allow each designated airline to determine the frequency and capacity of the international air services it offers based upon commercial considerations in the marketplace. Consistent with this right, neither 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, programs for charter flights, or operational plans 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 authorized in an Annex to this Agreement. If a Party requires filings for information purposes, it shall minimize the administrative burdens of filing requirements and procedures on air services' intermediaries and on designated airlines of the other Party.

Article 14
Pricing

1. 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 governmental subsidy or support.

2. Each Party may require notification or filing with its aeronautical authorities of prices to be charged to or from its territory by airlines of the other Party. Notification or filing by the airlines of both Parties may be required no more than thirty (30) days before the proposed date of effectiveness. In individual cases, notification or filing may be permitted on shorter notice than normally required. Neither Party shall require the notification or filing by airlines of the other Party of prices charged by charterers to the public, except as may be required on a non-discriminatory basis for information purposes.

3. Notwithstanding paragraphs 1 and 2 of this Article, the prices to be charged by the designated airline of Rwanda for carriage wholly within the European Economic Area shall be subject to the Agreement on the European Economic Area. However, each designated airline has the right to match any price offered in the marketplace.

Article 15
Intermodal Services

Notwithstanding any other provision of this Agreement, airlines and indirect providers of cargo transportation of both Parties shall be permitted, without restriction, to employ in connection with international air services any surface transportation for cargo to or from any points in the territories of the Parties or in third countries, including transport to and from all airports with customs facilities, and including, where applicable, the right to transport cargo in bond under applicable laws and regulations. Such cargo, whether moving by surface or by air, shall have access to airport customs processing and facilities. Airlines may elect to perform their own surface transportation or to provide it through arrangements with other surface carriers, including surface transportation operated by other airlines and indirect providers of cargo 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.

Article 16
Consultations and Settlement of Disputes

1. In a spirit of close co-operation, either Party may, at any time, request consultations relating to this Agreement, its implementation and satisfactory compliance with the

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

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

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

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

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

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

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

8. The mechanism is without prejudice to the continuing use of the consultation process, the subsequent use of arbitration, or termination under Article 18.

Article 17
Amendments

1. If either Party considers it desirable to amend any provision of this Agreement, including the Annexes thereto, it may request consultations between the aeronautical

authorities of both Parties in relation to the proposed amendment. Such consultations shall commence within a period of sixty days (60) from the date of receipt of the request. Any amendments so agreed shall enter into force when they have been confirmed by an exchange of diplomatic notes by both Parties.

2. An amendment to the Annexes may be made by direct agreement between the aeronautical authorities of both Parties and shall enter into force when it has been confirmed by an exchange of diplomatic notes.

Article 18
Termination

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 International Civil Aviation Organization. This Agreement shall terminate at midnight at the place of receipt of the notice immediately before the first anniversary of the date of receipt of the notice by the other Party, unless the notice is withdrawn before then by agreement of the Parties 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 the date it was received by the International Civil Aviation Organization.

Article 19
Registration with ICAO

This Agreement and all amendments thereto shall be registered upon their signature with the International Civil Aviation Organization.

Article 20
Entry into force

This Agreement and its Annex shall enter into force on the date of the later note in an exchange of diplomatic notes between the Parties confirming that each Party has completed the necessary internal procedures for entry into force of this Agreement and its Annex.

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

DONE in Nairobi this 13th day of December 2018 in duplicate in the English language.

For the Government of Rwanda	For the Government of Iceland
Eng Jean de Dieu UWIHANGANYE	Benedikt Ásgeirsson
Minister of State in charge of Transport	Ambassador

ANNEX I
International Air Services

Section 1
Routes

Airlines of each Party designated under this Annex shall, in accordance with the terms of their designation, be entitled to perform international air services between points on the following routes:

A. The Designated Airline or Airlines of Rwanda shall be entitled to operate scheduled international air services in both directions on the routes specified hereafter:

Points behind	Points in Rwanda	Intermediate points	Point in Iceland	Points beyond
Any point	Any point	Any point	Any point	Any point

For all-cargo service or services, between Rwanda and any point or points

B. The Designated Airline or Airlines of Iceland shall be entitled to operate scheduled international air services in both directions on the routes specified hereafter:

Points behind	Points in Iceland	Intermediate points	Point in Rwanda	Points beyond
Any point	Any point	Any point	Any point	Any point

For all-cargo service or services, between Iceland and any point or points.

C. The exercise of fifth freedom traffic rights shall be subject to approval by aeronautical authorities of both Parties.

Section 2
Operational Flexibility

Each designated airline may on any or all flights and at its option:

1. Operate flights in either or both directions;
2. combine different flight numbers within one aircraft operation;
3. serve behind, intermediate, and beyond points;
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;
6. serve points behind any point in its territory with or without change of aircraft or flight number and may hold out and advertise such services to the public as through services;

8. carry transit traffic through the other Party's territory; and/or
9. combine traffic on the same aircraft regardless of where such traffic originates;

without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under this Agreement, provided that, except for 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 aforementioned routes, any designated airline may perform international air services 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, the transportation beyond such point is a continuation of the transportation from the territory of the Party that has designated the airline and, in the inbound direction, the transportation to the territory of the Party that has designated the airline is a continuation of the transportation from beyond such point.

ANNEX II
Charter Operations

Section 1

Airlines of each Party designated under this Annex shall, in accordance with the terms of their designation, have the right to carry international charter traffic of passengers (and their accompanying baggage) and/or cargo (including, but not limited to, freight forwarder, split, and combination (passenger/cargo) charters):

Between any point or points in the territory of the Party that has designated the airline and any point or points in the territory of the other Party; and

Between any point or points in the territory of the other Party and any point or points in a third country or countries, provided that, except with respect to cargo charters, such service constitutes part of a continuous operation, with or without a change of aircraft, that includes service to the homeland for the purpose of carrying local traffic between the homeland and the territory of the other Party.

In the performance of services covered by this Annex, airlines of each Party designated under this Annex shall also have the right: (1) to make stopovers at any points whether within or outside of the territory of either Party; (2) to carry transit traffic through the other Party's territory; and (3) to combine on the same aircraft traffic originating in one Party's territory, originating in the other Party's territory, and traffic originating in third countries.

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.

Section 2

Any airline designated by either Party performing international charter operations originating in the territory of either Party, whether on a one-way or round-trip basis, shall have the option of complying with the charter laws, regulations, and rules either of its homeland or of the other Party. If a Party applies different rules, regulations, terms, conditions, or limitations to one or more of its airlines, or to airlines of different countries, each designated airline shall be subject to the least restrictive of such criteria.

However, nothing contained in the preceding paragraph shall limit the rights of either Party to require airlines designated under this Annex by either Party to adhere to requirements relating to the protection of passenger funds and passenger cancellation and refund rights.

Section 3

Except with respect to the consumer protection rules referred to in the preceding paragraph, neither Party shall require an airline designated under this Annex by the other Party, in respect of the carriage of traffic from the territory of that other Party or of a third country on a one-way or round-trip basis, to submit more than a declaration of conformity with the applicable laws, regulations and rules referred to under section 2 of this Annex or of a waiver of these laws, regulations, or rules granted by the applicable aeronautical authorities.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida nº 020/01 ryo ku wa 31/01/2020 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Isilande ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Nayirobi, ku wa 13 Ukuboza 2018

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Presidential Order nº 020/01 of 31/01/2020 ratifying the Air Services Agreement between the Government of the Republic of Rwanda and the Government of Iceland, done at Nairobi, on 13th December 2018

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à l'Arrêté Présidentiel nº 020/01 du 31/01/2020 ratifiant l'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement d'Islande, fait à Nairobi, le 13 décembre 2018

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA Nº 021/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'UBUHINDE NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I KIGALI, KU WA 20 GASHYANTARE 2017

PRESIDENTIAL ORDER Nº 021/01 OF 31/01/2020 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDIA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, DONE AT KIGALI, ON 20TH FEBRUARY 2017

ARRÊTÉ PRÉSIDENTIEL Nº 021/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE L'INDE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, FAIT À KIGALI, LE 20 FÉVRIER 2017

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

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Twebwe, KAGAME Paul,
Perezida wa Repubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;

Dushingiye ku Itegeko n° 49/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'Ubuhinde na Guverinoma ya Repubulika y'u Rwanda ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Kigali mu Rwanda, ku wa 20 Gashyantare 2017;

Tumaze kubona Amasezerano hagati ya Guverinoma ya Repubulika y'Ubuhinde na Guverinoma ya Repubulika y'u Rwanda ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Kigali, ku wa 20 Gashyantare 2017;

PRESIDENTIAL ORDER Nº 021/01 OF 31/01/2020 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDIA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, DONE AT KIGALI, ON 20TH FEBRUARY 2017

We, KAGAME Paul,
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;

Pursuant to Law n° 49/2019 of 25/10/2019 approving the ratification of the Air Services Agreement between the Government of the Republic of India and the Government of the Republic of Rwanda, done at Kigali, Rwanda, on 20 February 2017;

Considering the Air Services Agreement between the Government of the Republic of India and the Government of the Republic of Rwanda, done at Kigali, on 20th February 2017;

ARRÊTÉ PRÉSIDENTIEL Nº 021/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE L'INDE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, FAIT À KIGALI, LE 20 FÉVRIER 2017

Nous, KAGAME Paul,
Président de la République;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;

Vu la Loi n° 49/2019 du 25/10/2019 25/10/2019 approuvant la ratification de l'Accord relatif aux services aériens entre le Gouvernement de la République de l'Inde et le Gouvernement de la République du Rwanda, fait à Kigali au Rwanda, le 20 février 2017;

Considérant l'Accord relatif aux services aériens entre le Gouvernement de la République de l'Inde et le Gouvernement de la République du Rwanda, fait à Kigali, le 20 février 2017;

Bisabwe na Minisitiri w'Ibikorwa Remezo;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE:

Ingingo ya mbere: Kwemeza burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'Ubuhinde na Guverinoma ya Repubulika y'u Rwanda ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Kigali, ku wa 20 Gashyantare 2017, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

On proposal by the Minister of Infrastructure;

After consideration and approval by the Cabinet;

HAVE ORDERED AND ORDER:

Article One: Ratification

The Air Services Agreement between the Government of the Republic of India and the Government of the Republic of Rwanda, done at Kigali, on 20th February 2017, annexed to this Order, is ratified and becomes fully effective.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.

Article 3: Commencement

This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Sur proposition du Ministre des Infrastructures;

Après examen et adoption par le Conseil des Ministres;

AVONS ARRÊTÉ ET ARRÊTONS:

Article premier: Ratification

L'Accord relatif aux services aériens entre le Gouvernement de la République de l'Inde et le Gouvernement de la République du Rwanda, fait à Kigali, le 20 février 2017, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

Article 2: Autorités chargées de l'exécution du présent arrêté

Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.

Article 3: Entrée en vigueur

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA Nº 021/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'UBUHINDE NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I KIGALI, KU WA 20 GASHYANTARE 2017

ANNEX TO PRESIDENTIAL ORDER Nº 021/01 OF 31/01/2020 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDIA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, DONE AT KIGALI, ON 20TH FEBRUARY 2017

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL Nº 021/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE L'INDE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, FAIT À KIGALI, LE 20 FÉVRIER 2017

Air Services Agreement

between

The Government of the Republic of India

and

The Government of the Republic of Rwanda

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

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

Desiring to promote international air services between their respective territories;

Desiring to promote an international aviation system based on competition among airlines; and

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

Have agreed as follows:

Article 1

Definitions

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

(1) "aeronautical authorities" means for each Party the authority or authorities as notified in writing from time to time by one Party to the other Party;

(2) "Agreement" means this Agreement, its Annex and any amendments thereto;

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

(4) "air service", "international air service", "airline" and "stop for non-traffic purposes", shall have the same meaning as assigned to them in Article 96 of the Convention;

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

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

(7) "territory" shall have the same meaning as assigned to it in Article 2 of the Convention; and

(8) "user charges" means a charge imposed on airlines for the provision of airport, air navigation or aviation security facilities or services, including related services and facilities for aircraft, their crews, passengers, baggage and cargo.

Article 2

Grant of Rights

1. Each Party grants to the other Party the rights specified in this Agreement for the purpose of establishing scheduled international air services on the routes specified in the appropriate section or part of the Annex to this Agreement. Such services and routes shall hereinafter be called "the agreed services" and "the specified routes", respectively.

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; and

(c) while operating an agreed service at the points specified for that route in the Annex to this Agreement, the airline(s) designated by each Party shall also enjoy the right to embark and disembark, in the territory of the other Party, international traffic in passengers and cargo including mail, separately or in combination.

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

4. Nothing in paragraph (2) of this Article 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 and cargo including mail destined for another point in the territory of that other Party.

5. If because of special and unusual circumstances, a designated airline of one Party is unable to operate a service on its normal routing, the other Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangement of routes as is mutually decided by the Parties.

6. The designated airlines of one Party shall have the right to use airways, airports and other facilities provided by the other Party on a non-discriminatory basis.

Article 3

Designation and Authorisation of Airlines

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

2. Upon receipt of such designation and application from the designated airline(s) of either Party, in the form and manner prescribed for the purpose, the aeronautical authorities of the other Party shall grant the appropriate operating authorisation with minimum procedural delay, provided that:

(a) substantial ownership and effective control of that airline are vested in the Party designating the airline or its nationals;

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

(c) the Party designating the airline is maintaining and administering the standards set forth in Article 9 (Safety) and Article 10 (Aviation Security).

Article 4

Revocation or Suspension of Operating Authorisation

1. Either Party may revoke or suspend the operating authorisation granted to an airline designated by the other Party or impose such conditions as it may deem necessary in any case where:

(a) substantial ownership and effective control of that airline are not vested in the other Party or its nationals;

(b) that airline has failed to comply with the laws and regulations referred to in Article 6 (Applications of Laws) of this Agreement; or

(c) the other Party is not maintaining and administering the standards set out in Article 9 (Safety).

2. Unless immediate action is essential to prevent further non-compliance with clauses (b) and (c) of paragraph 1 of this Article, the rights established by this Article shall be exercised only after consultation with the other Party.

3. This Article does not limit the rights of either Party to withhold, revoke, limit or impose conditions on the operating authorisation of an airline of the other Party in accordance with the provisions of Article 10 (Aviation Security).

Article 5

Principles governing operation of Agreed Services

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

2. The capacity to be provided and the frequency of services to be operated by the designated airline(s) of each Party shall be agreed between both Parties.

3. Any increase in the capacity to be provided and the frequency of services to be operated by the designated airlines of each Party shall be subject to agreement between both Parties. Pending such an agreement or settlement, the capacity and frequency entitlements already in force shall prevail.

4. Each 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 set out in this agreement.

Article 6

Application of Laws

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

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

3. Neither Party shall give preference to its own or to any other airline over a designated airline of the other Party engaged in similar international air services in the application of the laws and regulations and procedures provided for in this Article.

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

Article 7

User Charges

1. User charges that may be imposed by the competent charging authorities of each Party on the designated airline(s) of the other Party shall be just, reasonable, non-discriminatory, and equitably apportioned among all categories of users. Such user charges shall be assessed on the designated airline(s) of the other Party on terms not less favourable than the terms available to any other airline at the time the charges are assessed.

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

3. Each Party shall encourage consultations between the competent charging authorities in its territory and the designated airline(s) using the services and facilities. Each Party shall encourage the competent charging authorities and the airlines to exchange such information as may be necessary to permit an accurate and transparent review of the reasonableness of the charges in accordance with the principles stated in paragraphs (1) and (2) of this Article. Each Party shall encourage the competent charging authorities to provide users with reasonable notice of any proposal for changes in the user charges to enable the users to express their views before changes are implemented.

4. Neither Party shall be held, in dispute resolution procedures pursuant to Article 20 (Settlement of Disputes), to be in breach of a provision of this Article, if:

(i) it has undertaken a review of the charge or practice that is the subject of complaint by the other Party within a reasonable time; and

(ii) following such a review, it has taken all steps within its power to remedy any charge or practice that is inconsistent with this Article.

Article 8

Customs Duties and Charges

1. Each Party shall, on the principle of reciprocity, exempt the designated airline(s) 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, air waybills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed free of charge by the designated airline(s).

2. The exemptions under this Article shall be granted only if the items referred to in paragraph 1 are –

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

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

(c) taken on board aircraft of the designated airline(s) of one Party in the territory of the other Party for use in operating the agreed services.

3. The exemptions under this Article shall apply regardless of the fact 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.

4. The regular airborne equipment, as well as the materials and supplies normally retained on board the aircraft of the designated airline(s) 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 a case, they may be placed under supervision of the said authorities upto such time as they are re-exported or otherwise disposed of in accordance with the customs regulations.

Article 9

Safety

1. Either Party may request consultations concerning the safety standards maintained in respect of an airline designated by the other Party relating to aeronautical facilities, aircrews, aircraft and operation of the designated airline(s). Such consultations shall take place within 30 days of the request or any longer period as may be agreed between the Parties.

2. If, following such consultations, one Party finds that safety standards in the areas referred to in paragraph (1) that meet the standards established at that time in accordance with the Convention are not effectively maintained and administered in respect of airline(s) designated by the other Party, the other Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards, and the other Party shall take appropriate corrective action.

3. Each Party reserves the right to suspend or limit the operating authorization of an airline(s) designated by the other Party in the event the other Party does not take appropriate corrective action within 30 days.

4. It is agreed that any aircraft operated by an airline of one Party on services to or from the territory of the other Party may, while within the territory of the other Party, be made the subject of an examination by the authorized representatives of the other Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

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

- 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

- 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.

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

7. Each Party reserves the right to suspend or vary the operating authorization of an airline or airlines of the other Party immediately in the event the first Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.

8. Any action by one Party in accordance with paragraphs (3) or (7) of this Article shall be discontinued once the basis for taking that action ceases to exist.

Article 10

Aviation Security

1. In accordance with their rights and obligations under international law, both 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 and its Protocol done at Montreal on February 24, 1988 and any other Convention on aviation security to which both Parties become members.

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

3. Both Parties shall, in their mutual relations, act in conformity with all aviation security standards and appropriate recommended practices established by the International Civil Aviation Organization 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 to observe the security provisions required by the other Party for entry into and departure from the territory of that other Party and to take adequate measures to protect aircraft and to inspect passengers, crew, and their baggage and carry-on items, as well as 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 special security measures to meet a particular threat.

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

6. When a Party has reasonable grounds to believe that the other Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Party may request immediate consultations with the aeronautical authorities of the other Party. Failure to reach a satisfactory agreement within 15 days from the date of such

request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorisation of the designated airline(s) of that Party. When required by an emergency, either Party may take interim action prior to the expiry of 15 days.

7. Any action taken in accordance with paragraph (6) shall be discontinued upon compliance by the other Party with the provisions of this Article.

Article 11

Commercial Opportunities

1. The airline(s) of each Party shall have the right to establish offices in the territory of the other Party for promotion and sale of air services and other ancillary products and facilities required for the provision of air services.

2. The airline(s) 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 services and other ancillary products and facilities. Such staff requirements may, at the option of the airline(s), be satisfied by its own personnel of any nationality or by using the services of any other airline(s), organisation or company operating in the territory of the other Party and authorised to perform such services in the territory of such other Party.

3. Any airline(s) of each Party may engage in the sale of air services and its ancillary products, services and facilities in the territory of the other Party directly and, at the airline's discretion, through its agents. For this purpose, the airline(s) shall have the right to use its own transportation documents and any person shall be free to purchase such transportation and its ancillary products, services and facilities in the currency of that territory or in freely convertible currencies.

4. The airline(s) of each Party shall have the right to convert and transfer freely in any convertible currency, on demand, local revenues in excess of sums locally disbursed earned by such airline(s) in connection with the sale of air transportation and other ancillary products, services and facilities as well as interest earned on such revenues (including interest earned on deposits awaiting transfer). 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 airline(s) makes the initial application for remittance. In cases where Double Taxation Avoidance Agreement has not been entered into, local laws would apply.

5. The airline(s) of each Party shall be permitted to pay for local expenses, including purchase of fuel, in the territory of the other Party in local currency. At their discretion, the airline(s) of each Party may pay for such expenses in the territory of the other Party in freely convertible currencies in accordance with the national regulations of the other Party.

6. Notwithstanding anything contained in this Article, the exercise of rights under this Article shall be in accordance with the applicable domestic rules and regulations as well as domestic tax laws.

Article 12
Co-operative Marketing Arrangements

1. The designated airline(s) of each Party may enter into co-operative marketing arrangements, such as code-share, block space or any other joint venture arrangement, with –

(a) the designated airline(s) of the same Party; or

(b) the designated airline(s) of the other Party; or

(c) the designated airline(s) of a third country.

2. The operating airline(s) involved in the co-operative marketing arrangements shall hold the underlying traffic rights including the route rights and the capacity entitlements and meet the requirements normally applied to such arrangements.

3. All marketing airline(s) involved in the co-operating arrangements shall hold the underlying route rights and meet the requirements normally applied to such arrangements.

4. The total capacity operated by the air services performed under such arrangements shall be counted only against the capacity entitlement of the Party designating the operating airline(s). The capacity offered by the marketing airline(s) on such services shall not be counted against the capacity entitlement of the Party designating that airline.

5. The designated airline(s) of either side shall be allowed to transfer traffic (i.e. starburst) between aircraft involved in the code-share operations without restriction as to number, size and type of aircraft.

6. In addition to the operating airline(s), the aeronautical authorities of each side may require the marketing airline(s) to file schedules for approval and also provide any other documents before commencement of air services under the co-operative marketing arrangements.

7. When holding out services for sale under such arrangements, the concerned airline or its agent shall make it clear to the purchaser at the point of sale as to which airline shall be the operating airline on each sector of the service and with which airline(s) the purchaser is entering into a contractual relationship.

8. Before providing code sharing services, the code sharing partners shall agree as to which Party shall be responsible for security, safety, facilitation, liability and other consumer related matters. Such an agreement shall be filed with the aeronautical authorities of both Parties before implementation of the code-share arrangements.

Article 13

Intermodal Services

The designated airline(s) of each Party shall be permitted to employ, in connection with air transport of passengers and cargo, any intermodal transport to or from any point in the territory of the other Party. Such airline(s) may elect to perform their own intermodal transport or to provide it through arrangements, including code share, with other carriers. The 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 such transportation.

Article 14

Approval of Schedules

1. The aeronautical authorities of each Party may require the designated airline(s) of the other Party to file for their consideration and approval, at least 30 days prior to the inauguration of the agreed services, flight schedules containing the information pertaining to the type of service and its frequency, the type of aircraft to be used and the flight timings at each point. Similar information shall also be provided at least 30 days in advance for each IATA (International Air Transport Association) traffic season and also as and when any changes are to be introduced regarding operation of the agreed services.

2. The designated airline(s) of each Party shall also furnish any other information as may be required to satisfy the aeronautical authorities of the other Party that the requirements of this Agreement are being duly observed.

Article 15

Provision of Statistics

1. The aeronautical authorities of each Party shall provide or cause its designated airline(s) to provide to the aeronautical authorities of the other Party statistics relating to the traffic carried during each month on the agreed services to and from the territory of that other Party, showing the points of embarkation and disembarkation of such traffic. Such statistics shall be furnished as soon as possible after the end of each month, but not later than 30 days following the month to which they relate.

2. The aeronautical authorities of each Party shall, on request, provide or cause its designated airline(s) to provide to the aeronautical authorities of the other Party statistics relating to true origin and destination of traffic carried to and from the territory of that other Party.

Article 16

Tariff

1. The tariffs in respect of the agreed services operated by the designated airline(s) of each Party shall be established by each designated airline based upon its commercial considerations in the market place at reasonable levels, due regard being paid to all relevant factors, including the cost of operation and reasonable profit.

2. The tariffs established under paragraph (1) shall not be required to be filed by the designated airline(s) of one Party with the aeronautical authorities of the other Party.

3. Notwithstanding the foregoing, each Party shall have the right to intervene so as to:

(a) prevent 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) protect consumers from tariffs that are excessive or restrictive due to the abuse of a dominant position; and

(c) protect airlines from tariffs that are predatory or artificially low.

4. For the purposes set out in paragraph (3) of this Article, the aeronautical authorities of one Party may require the designated airlines of the other Party to provide information relating to the establishment of the tariffs.

5. If one Party believes that the tariff charged by designated airline(s) of the other Party is inconsistent with the considerations set forth in paragraph (3) of this Article, it shall notify the other Party of the reasons for its dissatisfaction as soon as possible and request consultations which shall be held not later than 30 days after receipt of the request. If the Parties reach an agreement with respect to the tariff for which a notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect. In the absence of such an agreement, the previously existing tariff shall continue to be in effect.

Article 17

Multilateral Agreements

1. In implementing this Agreement, the Parties shall act in conformity with the provisions of the Convention in-so-far as those provisions are applicable to international air services.

2. If, after entry into force of this Agreement, both Parties become Party to a multilateral agreement that addresses matters covered by this Agreement, either Party may request consultations to determine whether this Agreement should be revised to take into account the multilateral agreement.

Article 18

Consultations

1. Either Party may, at any time, make a request in writing for consultation on the interpretation, application, implementation or amendment of this Agreement or compliance with this Agreement.

2. Unless otherwise agreed by the Parties, such consultations shall begin within a period of 60 days from the date on which the other Party receives the request.

Article 19

Amendment

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

2. Any amendment so agreed shall enter into force in accordance with the provisions of Article 23 of this Agreement.

3. Notwithstanding paragraph (2), the Parties may agree to give immediate effect to an amendment to the Annex to this Agreement.

Article 20

Settlement of Disputes

1. Any dispute arising under this Agreement that is not resolved by 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 30 days after the receipt of a request for arbitration, each Party shall name one arbitrator. Within 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 clause (a) of this paragraph, either Party may request the President of the Council of the International Civil Aviation Organization to appoint the necessary arbitrator or arbitrators within 30 days. If the President of the Council is of the same nationality as one of the Parties, the senior most Vice President who is not disqualified on that ground shall make the appointment. In the event that either the President or the senior most qualified Vice President appoints the third arbitrator under this Paragraph, 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 rules of procedure. The tribunal, once formed, may recommend interim relief measures pending its final determination. At the direction of the 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 15 days after the tribunal is fully constituted.

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

5. The tribunal shall attempt to render a written decision within 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 tribunal shall prevail.

6. Either Party may make a request for clarification on the decision within 15 days after it has been rendered and the clarification shall be issued within 15 days of such request.

7. Each Party shall, to the extent 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 Council of the International Civil Aviation Organization in connection with the procedure set out in clause (b) of paragraph (2) of this Article shall be considered to be part of the expenses of the arbitral tribunal.

Article 21

Termination

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 International Civil Aviation Organization. This Agreement shall terminate at midnight at the place of receipt of the notice immediately before the first anniversary of the date of receipt of the notice by the other Party, unless the notice is withdrawn by agreement of the Parties before the expiry of this period. In the absence of acknowledgement of receipt by the other Party, the notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organisation.

Article 22

Registration with ICAO

This Agreement and all amendments thereto shall, upon signature, be registered with the International Civil Aviation Organization.

Article 23

Entry into Force

This Agreement shall enter into force on the date of the later note in an exchange of diplomatic notes between the Parties confirming that each Party has completed the necessary internal procedures for entry into force of this Agreement and its Annex.

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

DONE at Kigali this 20th day of February 2017 in duplicate, in the English language, which shall be the authentic text. Translation of the Agreement into Hindi and other languages shall be considered equally authentic when agreed upon by an exchange of diplomatic notes that confirm their conformity with the English language text. In the event of any divergence of interpretation, the English text shall prevail.

FOR THE GOVERNMENT OF THE REPUBLIC OF INDIA

(AMAR SINHA)
SECRETARY (ER)
MINISTRY OF EXTERNAL AFFAIRS
GOVERNMENT OF INDIA

FOR THE GOVERNMENT OF THE REPUBLIC OF RWANDA

(HON. DR. ALEXIS NZAHABWANIMANA)
MINISTER OF STATE IN CHARGE OF TRANSPORT
GOVERNMENT OF RWANDA

ANNEX

Route Schedule

Section I

Routes for the airlines designated by the Government of the Republic of India:

Points of Origin	Intermediate Points	Points in Rwanda	Beyond Points
Points in India	Any point(s) (except points in the Gulf Region)	Kigali and another point to be specified by India	Any point(s)

Section II

Routes for the airlines designated by the Government of the Republic of Rwanda:

Points of Origin	Intermediate Points	Points in India	Beyond Points
Points in Rwanda	Any point(s) (except points in the Gulf Region)	Mumbai and Delhi	Any point(s)

Section III

1. Points mentioned in Section I and Section II need not necessarily be served in the order named.

2. Intermediate and beyond points on the specified routes may at the option of the designated airline(s), be omitted on any or all flights.

3. Intermediate or beyond points not specified in Section I and Section II may be served provided no 5th freedom traffic rights are exercised between such points and any point in the territory of the other Party.

4. Two or more points in the territory of one Party shall not be served on the same flight by the designated airline(s) of the other Party.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida nº 021/01 ryo ku wa 31/01/2020 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'Ubuhinde na Guverinoma ya Repubulika y'u Rwanda ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Kigali, ku wa 20 Gashyantare 2017

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Presidential Order nº 021/01 of 31/01/2020 ratifying the Air Services Agreement between the Government of the Republic of India and the Government of the Republic of Rwanda, done at Kigali, on 20th February 2017

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à l'Arrêté Présidentiel nº 021/01 du 31/01/2020 ratifiant l'Accord relatif aux services aériens entre le Gouvernement de la République de l'Inde et le Gouvernement de la République du Rwanda, fait à Kigali, le 20 février 2017

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA Nº 022/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA Y'UBUTALIYANI AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I KIGALI, KU WA 20 KANAMA 2018

PRESIDENTIAL ORDER Nº 022/01 OF 31/01/2020 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE ITALIAN REPUBLIC, DONE AT KIGALI, ON 20TH AUGUST 2018

ARRÊTÉ PRÉSIDENTIEL Nº 022/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE ITALIENNE, FAIT À KIGALI, LE 20 AOÛT 2018

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

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Twebwe, KAGAME Paul,
Perezida wa Repubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;

Dushingiye ku Itegeko n° 50/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika y'Ubutaliyani ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Kigali, mu Rwanda, ku wa 20 Kanama 2018;

Tumaze kubona Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika y'Ubutaliyani ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Kigali, ku wa 20 Kanama 2018;

PRESIDENTIAL ORDER Nº 022/01 OF 31/01/2020 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE ITALIAN REPUBLIC, DONE AT KIGALI, ON 20TH AUGUST 2018

We, KAGAME Paul,
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;

Pursuant to Law n° 50/2019 of 25/10/2019. approving the ratification of the Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Italian Republic, done at Kigali, Rwanda, on 20 August 2018;

Considering the Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Italian Republic, done at Kigali, on 20th August 2018;

ARRÊTÉ PRÉSIDENTIEL Nº 022/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE ITALIENNE, FAIT À KIGALI, LE 20 AOÛT 2018

Nous, KAGAME Paul,
Président de la République;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;

Vu la Loi n° 50/2019 du 25/10/2019 approuvant la ratification de l'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Italienne, fait à Kigali, au Rwanda, le 20 août 2018;

Considérant l'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Italienne, fait à Kigali, le 20 août 2018;

Bisabwe na Minisitiri w'Ibikorwa Remezo;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE:

Ingingo ya mbere: Kwemeza burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika y'Ubutaliyani ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Kigali, ku wa 20 Kanama 2018, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

On proposal by the Minister of Infrastructure;

After consideration and approval by the Cabinet;

HAVE ORDERED AND ORDER:

Article One: Ratification

The Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Italian Republic, done at Kigali, on 20th August 2018, annexed to this Order, is ratified and becomes fully effective.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.

Article 3: Commencement

This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Sur proposition du Ministre des Infrastructures;

Après examen et adoption par le Conseil des Ministres;

AVONS ARRÊTÉ ET ARRÊTONS:

Article premier: Ratification

L'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Italienne, fait à Kigali, le 20 août 2018, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

Article 2: Autorités chargées de l'exécution du présent arrêté

Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.

Article 3: Entrée en vigueur

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA Nº 022/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA Y'UBUTALIYANI AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I KIGALI, KU WA 20 KANAMA 2018

ANNEX TO PRESIDENTIAL ORDER Nº 022/01 OF 31/01/2020 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE ITALIAN REPUBLIC, SIGNED AT KIGALI, ON 20TH AUGUST 2018

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL Nº 022/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE ITALIENNE, FAIT À KIGALI, LE 20 AOÛT 2018

AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF THE ITALIAN REPUBLIC

PREAMBLE

The Government of the Republic of Rwanda and the Government of the Italian Republic, hereinafter called in the present Agreement 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:

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ARTICLE 1 – DEFINITIONS

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

a) "aeronautical authorities" means, in the case of the Government of the Republic of Rwanda, the Ministry of Infrastructure; in the case of the Government of the Italian Republic, the Ministry of Infrastructure and Transport, or in both cases, any person or body authorized to perform any functions at present exercisable by the above-mentioned authorities or similar functions;

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

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

d) "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;

e) "air operator's certificate" means a document issued to an airline by the aeronautical authorities of a Contracting Party which affirms that the airline in question has the professional ability and organisation to secure the safe operation of aircraft for the aviation activities specified in the certificate;

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

g) "capacity" is 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;

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 amendment of the Annexes or Convention under Articles 90 and 94, insofar as such Annexes and amendments have become effective for both Contracting Parties;

i) "change of gauge" means a change of aircraft at a point or points on the specified routes;

j) "code sharing" means an operation performed by one designated airline using the code letter and the flight number of another airline in addition to its own code letter and flight number;

k) "designated airline" means an airline which has been designated and authorised in accordance with Article 4 of this Agreement;

l) "EU" means European Union; "EU Member States" means Member States of the European Union; "EU Treaties" means the Treaty on European Union and the Treaty on the functioning of the European Union;

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m) "European Free Trade Association (EFTA)" means the Association of the following countries, and/or their nationals, which are eligible to own airlines designated by the Italian Republic under the existing international agreements, with specific regard to: (a) the Republic of Iceland (under the Agreement on the European Economic Area); (b) the Principality of Liechtenstein (under the Agreement on the European Economic Area); (c) the Kingdom of Norway (under the Agreement on the European Economic Area); (d) the Swiss Confederation (under the Agreement between the European Union and the Swiss Confederation on Air Transport);

n) "spare parts" means article of a repair or replacement nature for incorporation in an aircraft during flight, including commissary supplies;

o) "specified routes" means the routes specified in Annex I of this Agreement (Route Schedule);

p) "stores" means articles of a readily consumable nature for use or sale on board an aircraft during flight including commissary supplies;

q) "territory" in relation to a Contracting Party has the meaning assigned to it in Article 2 of the Convention;

r) "tariffs" means the price to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration or conditions for the carriage of mail;

s) "user charges" means a charge made to airlines by the competent authority or permitted by that authority to be made for the provision of airport property or facilities or of air navigation facilities (including facilities for overflights), or related services and facilities, for aircraft, their crews, passengers and cargo.

2. References in the agreement to (1) nationals of the Italian Republic shall be understood as referring to nationals of Member States of the European Union or of the European Free Trade Association (EFTA); (2) airlines of the Italian Republic shall be understood as referring to carriers designated by the Italian Republic.

ARTICLE 2 - APPLICABILITY OF THE CONVENTION

The provisions of this Agreement shall be subject to the provisions of the Convention insofar as those provisions are applicable to international air service.

ARTICLE 3 - GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the following rights in respect of its 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 right specified in the present Agreement for the purpose of establishing and operating air services on the routes specified in the Route schedule hereto (hereinafter called also "the agreed services" and the

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"specified routes").

3. The airlines designated by each Contracting Party, while operating on the specified routes, shall enjoy the privilege to make stops in the territory of the other Contracting Party at the points specified in the Route Schedule for the purpose of taking on board and discharging passengers, cargo and mail coming from or destined to other points so specified.

4. Nothing in paragraphs 2 and 3 of this Article shall be deemed to confer on the designated airlines of one Contracting Party the privilege of taking on board, in the territory of the other Contracting Party, passengers, cargo and mail for remuneration or hire and destined for another point in the territory of the 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 routeing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangements of routes.

ARTICLE 4 - DESIGNATION AND OPERATING AUTHORIZATIONS

1. Each Contracting Party shall have the right to designate one or more airlines for the purpose of operating the agreed services on each of the routes specified in Annex I and to withdraw or alter such designations. Designations shall be made in writing.

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

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 has a valid operating licence in accordance with applicable laws of Republic of Rwanda; and
(ii) effective regulatory control of the airline is exercised and maintained by the Republic of Rwanda, responsible for issuing its air operators' 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 the Republic of Rwanda and/or its nationals.

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

(i) it is established in the territory of the Italian Republic under the EU Treaties and has a valid operating licence in accordance with European Union law; and
(ii) the effective regulatory control of the airline is exercised and maintained by the EU Member State responsible for issuing its air operator's certificate and the relevant aeronautical authority is clearly identified in the designation; and
(iii) the airline is owned, directly or through majority ownership, and it is effectively controlled by Member States of the European Union or of the EFTA 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 – in conformity with the provisions of the Convention - to the operation of international air services by the Contracting Party receiving the designation.

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

ARTICLE 5 - WITHDRAWAL, REVOCATION OR SUSPENSION OF OPERATING AUTHORISATION

1. Each Contracting Party shall have the right to withhold, the operating authorisations or technical permissions with respect to an airline designated by the other Contracting Party, or to revoke, suspend or impose conditions on such authorizations, temporarily or permanently where:

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

(i) the airline is not established in the territory of the territory of the Republic of Rwanda and does not have a valid operating licence in accordance with 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 operators' 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 by the Republic of Rwanda or is not effectively controlled by such State and/or its nationals;

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

(i) it is not established in the territory of the Italian Republic under the EU Treaties or does not have a valid operating licence in accordance with European Union law; or
(ii) effective regulatory control of the airline is not exercised or not maintained by the EU Member State responsible for issuing its air operator's certificate, or the relevant aeronautical authority is not clearly identified in the designation; or
(iii) the airline is not owned, directly or through majority ownership, or it is not effectively controlled by Member States of the European Union or of the EFTA and/or by nationals of such States;

c) such airline is unable to prove that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied in conformity with the Convention to the operation of international air services by the Contracting Party receiving the designation; or

d) the airline fails to comply with the laws and/or regulations of the Contracting Party granting these rights; or

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

2. Unless immediate revocation or 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 consultation with the other Contracting Party, in conformity with Article 21 of this Agreement.

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3. In exercising its rights under Paragraph 1 of this Article, the Republic of Rwanda shall not discriminate between Airlines of EU Member States on grounds of nationality.

ARTICLE 6 - APPLICABILITY OF LAWS AND REGULATIONS

1. The laws, regulations and administrative directives of one Contracting Party relating to the admission to, the stay in 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 the aircraft of the airlines designated by the other Contracting Party and shall be complied with by such aircraft upon entrance into or departure from, or while within, the territory of the first Contracting Party.

2. The laws, regulations and administrative directives of one Contracting Party relating to the admission to, the stay in or departure from its territory of passengers, crew, cargo or mail of aircraft, including regulations relating to entry, clearance, immigration, passports, customs and quarantine, shall be complied with by or on behalf of such passengers, crew, cargo or mail of the airlines of the other Contracting Party upon entrance into or departure from, or while within, the territory of the first Contracting Party.

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 only be subject to a simplified control, 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 Italian Republic, the laws and regulations of the European Union, and unexpired shall be recognised as valid by the other Contracting Party for the purpose of operating the agreed services, provided always that such certificates or licences were issued, or validated, equal or above the minimum standards established under the Convention.

2. Each Contracting Party reserves the right to refuse to recognise as valid, for the purpose of flight over its territory, certificates of airworthiness, certificates of competency or licences granted to or rendered valid to its own nationals by the other Contracting Party.

ARTICLE 8 - AVIATION SAFETY

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

2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 of this Article that meet the minimum standards established at that time pursuant to the Convention (Doc 7300), the other Party shall be informed of such findings and of the steps considered necessary to conform with the International Civil Aviation Organization (ICAO) standards. The other Contracting Party shall then take appropriate corrective action within an agreed time period.

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3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Contracting Party, on service to or from the territory of another party, may, while within the territory of the other Contracting Party be subject of a search by the authorized representatives of the other Contracting 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 Contracting Party reserves the right to immediately suspend or vary the operating authorization of an airline or airlines of the other Contracting Party.

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

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

7. Where the Italian Republic 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. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, the Montreal Supplementary Protocol for the Suppression Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991 and any aviation security agreement that becomes 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 ICAO as Annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties; they shall require that operators of aircraft of their registry or operators of aircraft which have their principal place of

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

4. Each Contracting Party agrees that its operators of aircraft shall be required to observe, for 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 the Italian Republic, European Union law.

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

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

7. If a Contracting Party has occasional problems in the context of the present Article on safety of civil aviation, the aeronautical authorities of both Contracting Parties may request immediate consultations with the aeronautical authorities of the other Contracting Party.

ARTICLE 10 - USER CHARGES

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

2. Each Contracting Party shall encourage consultation on user charges between its competent charging authorities and airlines using the services and facilities provided by those charging authorities, where practicable through those airlines representative organisations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their views before changes are made. Each Contracting Party shall further encourage its competent charging authorities and such users to exchange appropriate information concerning user charges.

ARTICLE 11 - EXEMPTION FROM CUSTOMS AND OTHER DUTIES

1. Aircraft operated on international air services by the designated airlines of one Contracting Party, as well as their regular equipment, spare parts including engines, supplies of fuel and lubricants and aircraft stores (including food, beverage and tobacco) which are on board such aircraft, shall be exempted by the other Contracting Party from all kinds of customs duties, inspection fees and any other fiscal charges on arriving in the territory of the other Contracting Party, provided that such regular equipment and such other items remain on board the aircraft.

2. There shall also be exempt from the same duties, fees and charges, with the exclusion of charges relating to the service performed, for:

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a) fuel, lubricants, aircraft stores, spare parts including engines and regular airborne equipment introduced in the territory of one Contracting Party by the aircraft of the designated airlines of the other Contracting Party and exclusively intended for use by aircraft of the said airline;
b) fuel, lubricants, aircraft stores, spare parts including engines and regular airborne equipment, taken on board in the territory of each Contracting Party by the aircraft of the designated airlines of one Contracting Party, while operating the agreed services, within the limits and conditions fixed by the competent authorities of the said other Contracting Party, and intended solely for use and consumption during the flight.

3. Exemptions from all customs duties and other charges shall be provided on a reciprocal basis for staff uniforms, computers and ticket printers, temporarily imported into the territory of either Contracting Party for the exclusive use by the designated airline of the other Contracting Party. Goods under temporary importation shall be re-exported within a maximum period of 24 months. Upon expiry of such 24 months period import VAT and customs duties shall become chargeable on the said goods.

4. The materials enjoying the exemptions from customs duties and other fiscal charges, provided for in the preceding paragraphs will not be used for purposes other than international air services and must be re-exported if not used, unless their transfer to other international airline is granted, or their permanent importation is permitted, in accordance with the provisions in force in the territory of the interested Contracting Party.

5. The exemptions set out in this Article, applicable also to the part of the above mentioned materials used or consumed during the flight over the territory of the Contracting Party granting the exemptions, are granted on a reciprocal basis and may be subject to compliance with the specific formalities generally applied in the said territory, including customs controls.

6. Nothing in this Agreement shall prevent the Italian Republic from imposing, on a non-discriminatory basis, taxes, levies, duties, fees or charges on fuel supplied in its territory for use in an aircraft of a designated airlines of the Republic of Rwanda that operates between a point in the territory of the Italian Republic and another point in the Italian Republic or of another EU Member State.

ARTICLE 12 - 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 airlines 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

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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. Nothing in this Agreement shall affect, limit or jeopardise in any way the authority and powers of the relevant competition authorities and courts of either Contracting Party (and of the European Commission) and all matters relating to the enforcement of competition law shall continue to fall under the exclusive competence of those authorities and courts. Therefore, any action taken pursuant to this Article by a Contracting Party shall be without prejudice to any possible actions taken by those authorities and courts.

4. 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. Such action shall not be subject to the dispute settlement procedure foreseen in Article 24 of the Agreement.

Unfair competition

5. 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.

Public subsidies and support

6. Neither Contracting Party shall provide or permit public subsidies or support to their respective airlines if these subsidies or support would significantly and adversely affect, in an unjustified way, the fair and equal opportunity of the airlines of the other Contracting Party to compete in providing air transport services. Such public subsidies or support may include, but are not limited to: cross-subsidisation; the setting-off of operational losses; the provision of capital; grants; guarantees; loans or insurance on privileged terms; protection from bankruptcy; foregoing the recovery of amounts due; foregoing a normal return on public funds invested; tax relief or tax exemptions; compensation for financial burdens imposed by public authorities; and access on a discriminatory or non-commercial basis to air navigation or airport facilities and services, fuel, ground handling, security, computer reservation systems, slot allocation or other related facilities and services necessary for the operation of air services.

7. When a Contracting Party provides public subsidies or support in the sense of paragraph 6 above to an airline, it shall ensure the transparency of such measure through any appropriate means, which may include requiring that the airline identifies the subsidy or support clearly and separately in its accounts.

8. Each Contracting Party shall, at the request of the other Contracting Party, provide to the other Contracting Party within a reasonable time financial reports relating to the entities under the jurisdiction of the first Contracting Party, and any other such information that may be reasonably requested by the other Contracting Party to ensure that the provisions of this Article are being complied with. This may include detailed information relating to subsidies or support in the sense of paragraph 6 above. The submission of such information may be subject to its confidential treatment by the Contracting Party requesting access to the information.

9. Without prejudice to any action undertaken by the relevant competition authority and/or court for the enforcement of the rules referred to in paragraphs 5 and 6:

a. If one Contracting Party finds that an airline is being subject to discrimination or unfair practices in the sense of paragraphs 5 or 6 above and that this can be substantiated, it may

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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.

b. 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 paragraphs 5 or 6 above, 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, or impose duties or take other actions. Any action taken pursuant to this paragraph shall be appropriate, proportionate and restricted with regard to scope and duration to what is strictly necessary.

Antitrust

10. 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.

11. Each Contracting Party shall entrust the enforcement of the antitrust rules referred to in paragraph 10 above exclusively to its relevant and independent competition authority and/or court.

12. Without prejudice to any action undertaken by the relevant competition authority and/or court for the enforcement of the rules referred to in paragraph 10, if one Contracting Party finds that an airline suffers from an alleged violation of paragraph 10 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.

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13. 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 10, 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, or impose duties or take other actions. 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 13 – TARIFFS

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

2. Each Contracting Party may require notification to or filing of any tariff to be charged by its own designated airline or airlines. Neither Contracting Party shall require notification to 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 paragraph 4 or 5 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 airlines. 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.

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 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, it may require consultation 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 14 - CONVERSION AND TRANSFER OF REVENUES

1. Each Contracting Party grants the designated airlines of the other Contracting Party the right to sell freely in domestic currency and/or in convertible currency air services, including

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supplementary services rendered, on the specified routes and all other services of its own network, and on the networks of the other airlines, either directly or through agents.

2. The designated airlines of each Contracting Party shall be free to effect the actual transfer abroad of the excess of receipts over expenditure in relation to sales for the transportation of passengers, cargo and mail including the related banking interests without any delay or limitation and in accordance with the rules of procedure of the other Contracting Party.

3. Each Contracting Party shall ensure the designated airlines of the other Contracting Party the execution of transfers into a freely convertible currency within a maximum of thirty (30) days of the date of application. The rate of exchange in force at the date of sale shall be applied to the aforesaid transfers. Such transfers shall be effected on the basis of official exchange rate, or, where there is no official exchange rate, at the prevailing foreign exchange market rate for current payments.

4. The privileges specified in the above-mentioned paragraphs shall be granted only on the basis of strict reciprocity. If one of the Contracting Parties imposes limitation or delays on the transfers of the designated airlines of the other Contracting Party, the latter shall be entitled to suspend the exercise by any designated airline of the former Contracting Party of the rights specified in paragraphs 2 and 3 of this Article.

5. Whenever the payment system between the Contracting Parties is governed by a special agreement, this Agreement shall apply.

ARTICLE 15 – PRINCIPLES GOVERNING OPERATION OF AGREED SERVICES

1. The designated airlines of each Contracting Party will be granted a fair and equal opportunity to operate the agreed services on the specified routes.

2. In operating the agreed services, the designated airlines of each Contracting Party shall take into account the interests of the designated airlines 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 each Contracting Party 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 meet the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail between the territories of the Contracting Parties.

4. The designated airlines of one Contracting Party shall provide for approval to the aeronautical authorities of the other Contracting Party flight schedules including information on the type of aircraft to be used, at least thirty (30) days before each summer or winter season. The same procedure shall apply to any modification thereof.

ARTICLE 16 - REPRESENTATION OF AIRLINES

1. The designated airlines of each Contracting Party shall, on a reciprocity basis and according to paragraph 4 of this Article, maintain in the territory of the other Contracting Party managerial, commercial and technical operational and other specialist staff required for the provision of the authorized services.

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2. The representation staff specified in paragraph 1 of this Article shall, on a reciprocity basis comply with laws and regulations relating to the admission and stay in the territory of the other of each Contracting Party which shall grant, within a reasonable time limit, the authorizations required for the issuing of work permit, visa and other documents to the said staff.

3. It is up to the designated airline to meet its needs through its own staff or by hiring services of another organization, company or enterprise operating in the territory of the other Contracting Party and which is authorized to operate such services in the territory of such Contracting Party.

4. The employment of third Country nationals in the territory of other Contracting Party shall be permitted subject to the authorization of the competent authorities.

ARTICLE 17 - GROUND HANDLING

Subject to the laws and regulations of each Contracting Party including, in the case of the Italian Republic, the law of the European Union, each designated airline shall have in the territory of the other Contracting Party the right to perform its own ground handling ("self-handling") or, at its option, the right to select among competing suppliers that provide ground handling services in whole or in part. Where such laws and regulations limit or preclude self-handling and where there is no effective competition between suppliers that provide ground handling services, each designated airline shall be treated on a non-discriminatory basis as regards their access to self-handling and ground handling services provided by a supplier or suppliers.

ARTICLE 18 - 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 Contacting 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.

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ARTICLE 19 – COOPERATIVE ARRANGEMENTS

Cooperative arrangements are provided in line with the provisions set out in Annex II to this Agreement. Modifications may be agreed directly in writing between the Aeronautical authorities of the Contracting Parties.

ARTICLE 20 - PROVISION OF STATISTICS

The aeronautical authorities of one Contracting Party shall supply to the aeronautical authorities of the other Contracting Party, on request, such information and statistics relating to the traffic carried on the agreed services by the designated airlines of the first Contracting Party to and from the territory of the other Contracting Party as may normally be prepared and submitted by the designated airlines to their national aeronautical authorities. Any additional statistical traffic data which the aeronautical authorities of one Contracting Party may desire from the aeronautical authorities of the other Contracting Party shall, upon request, be a subject of mutual discussion and agreement between the two Contracting Parties.

ARTICLE 21 - CONSULTATIONS AND AMENDMENTS

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 Annexes attached thereto.

2. If either of the Contracting Parties considers it desirable to modify any provisions of this Agreement, it may at any time propose in writing such modification to the other Contracting Party. Consultations between the two Contracting Parties concerning such proposed modification may be either oral or in writing and shall, unless otherwise agreed, begin within a period of sixty (60) days of the date of the written request received by one of the Contracting Parties.

3. Any modification to this Agreement in accordance with paragraph 2 of this Article shall enter into force by an Exchange of Notes through the diplomatic channels.

4. Notwithstanding the provisions of this Article, modifications to the route schedule (Annex I) an to the cooperative arrangements (Annex II) annexed to this Agreement may be agreed in writing between the aeronautical authorities of the Contracting Parties.

ARTICLE 22 - SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place try to settle it by negotiation.

2. If the Contracting Parties fail to reach a settlement by negotiation of the said dispute, it shall be settled through diplomatic channels and according to the laws and regulations of each Contracting Party.

ARTICLE 23 - CONFORMITY WITH MULTILATERAL CONVENTIONS

If a general multilateral air transport convention or agreement, comes into force in respect of

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both Contracting Parties, this Agreement and its Annexes shall be deemed to be amended accordingly.

ARTICLE 24 – TERMINATION

Either Contracting Party may at any time give notice in writing to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the ICAO. In such case this Agreement shall terminate twelve (12) months after the date of receipt of the notice given 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, the notice shall be deemed to have been received fourteen (14) days after receipt of the notice by the ICAO.

ARTICLE 25 - REGISTRATION

This Agreement, its Annexes and all amendments thereto shall be registered with the ICAO.

ARTICLE 26 - ENTRY INTO FORCE

The Parties shall notify each other through diplomatic channels of the completion of their internal legal procedures necessary for the entry into force of this Agreement. This Agreement shall enter into force thirty (30) days after the date of the later notification.

IN WITNESS THEREOF, the undersigned being duly authorized by their respective Governments, have signed this Agreement.

Done at Kigali, on 20th August 2018 in two original copies, in the English language.

For the Government of the Republic of Rwanda

Claver GATETE
Minister of Infrastructure

For the Government of the Italian Republic

H.E Domenico FORNARA
Ambassador of Italy to Rwanda

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ANNEX I

ROUTE SCHEDULE

Routes to be operated by the airline or airlines designated by the Republic of Rwanda:

Points of departure	Intermediate points	Points in the Italian Republic	Points Beyond
Points in Rwanda	Any Point	Rome, Milan and two points to be freely chosen	Any Point

Routes to be operated by the airline or airlines designated by the Italian Republic:

Points of departure	Intermediate points	Points in the Republic of Rwanda	Points Beyond
Points in Italy	Any Point	Kigali and other points to be freely chosen	Any Point

Notes

1. The airlines designated by both Contracting Parties may, on any or all flights, omit calling at any of the above points provided that the agreed services originate or terminate in their respective territories.
2. Intermediate, beyond points or points in the territory of the other Contracting Party may be operated without any geographical or directional constraints.
3. The services shall be operated with third and fourth freedom traffic rights. Fifth freedom traffic rights may be decided upon between the aeronautical authorities of the two Contracting Parties.
4. No cabotage rights are allowed.
5. Stop over rights are allowed.

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ANNEX II

COOPERATIVE ARRANGEMENTS

1. The designated airlines which have an appropriate authority to provide the agreed services may operate them on the specified routes, without any geographical or directional constraint, via any point, also utilizing leased aircraft registered in third countries.

2. In operating or holding out services under this Agreement, any designated airline of a Contracting Party may enter into cooperative marketing arrangements, such as blocked-space agreements or code-sharing arrangements, with:

(a) any airline or airlines of the Contracting Parties; and
(b) any airline or airlines 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 (iii) the arrangements meet the requirements relating to safety and competition normally applied to such arrangements.

3. Each airline involved in code sharing arrangements pursuant to this paragraph must, in respect of any ticket sold by it, make it clear to the purchaser at the point of sale which airline will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.

4. Any frequency operated under code sharing arrangements shall be counted as frequency of the operating airline.

5. In operating the agreed services, the designated airlines of each Contracting Party may be permitted to change at a point or points on the specified routes, using identical or different flight numbers on the concerned sectors.

6. The designated airlines of each Contracting Party shall be permitted to employ, in connection with air transport of passengers and cargo, any intermodal transport to or from any point in the territory of the other Contracting Party, under the applicable laws and regulations in force.

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Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida nº 022/01 ryo ku wa 31/01/2020 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika y'Ubutaliyani ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Kigali, ku wa 20 Kanama 2018

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Presidential Order nº 022/01 of 31/01/2020 ratifying the Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Italian Republic, done at Kigali, on 20th August 2018

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à l'Arrêté Présidentiel nº 022/01 du 31/01/2020 ratifiant l'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Italienne, fait à Kigali, le 20 août 2018

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA Nº 023/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA MALI AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I KIGALI, KU WA 13 GASHYANTARE 2017

PRESIDENTIAL ORDER Nº 023/01 OF 31/01/2020 RATIFYING THE AGREEMENT RELATING TO AIR TRANSPORT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF MALI, DONE AT KIGALI, ON 13TH FEBRUARY 2017

ARRÊTÉ PRÉSIDENTIEL Nº 023/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AU TRANSPORT AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU MALI, FAIT À KIGALI, LE 13 FÉVRIER 2017

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

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Twebwe, KAGAME Paul,
Perezida wa Repubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;

Dushingiye ku Itegeko n° 51/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Mali ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Kigali mu Rwanda, ku wa 13 Gashyantare 2017;

Tumaze kubona Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Mali ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Kigali, ku wa 13 Gashyantare 2017;

PRESIDENTIAL ORDER Nº 023/01 OF 31/01/2020 RATIFYING THE AGREEMENT RELATING TO AIR TRANSPORT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF MALI, DONE AT KIGALI, ON 13TH FEBRUARY 2017

We, KAGAME Paul,
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;

Pursuant to Law n° 51/2019 of 25/10/2019 approving the ratification of the Agreement relating to Air Transport between the Government of the Republic of Rwanda and the Government of the Republic of Mali, done at Kigali, Rwanda, on 13 February 2017;

Considering the Agreement relating to Air Transport between the Government of the Republic of Rwanda and the Government of the Republic of Mali, done at Kigali, on 13th February 2017;

ARRÊTÉ PRÉSIDENTIEL Nº 023/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AU TRANSPORT AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU MALI, FAIT À KIGALI, LE 13 FÉVRIER 2017

Nous, KAGAME Paul,
Président de la République;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;

Vu la Loi n° 51/2019 du 25/10/2019 approuvant la ratification de l'Accord relatif au transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Mali, fait à Kigali au Rwanda, le 13 février 2017;

Considérant l'Accord relatif au transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Mali, fait à Kigali, le 13 février 2017;

Bisabwe na Minisitiri w'Ibikorwa Remezo;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE:

Ingingo ya mbere: Kwemeza burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Mali ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Kigali, ku wa 13 Gashyantare 2017, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

On proposal by the Minister of Infrastructure;

After consideration and approval by the Cabinet;

HAVE ORDERED AND ORDER:

Article One: Ratification

The Agreement relating to Air Transport between the Government of the Republic of Rwanda and the Government of the Republic of Mali, done at Kigali, on 13th February 2017, annexed to this Order, is ratified and becomes fully effective.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.

Article 3: Commencement

This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Sur proposition du Ministre des Infrastructures;

Après examen et adoption par le Conseil des Ministres;

AVONS ARRÊTÉ ET ARRÊTONS:

Article premier: Ratification

L'Accord relatif au transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Mali, fait à Kigali, le 13 février 2017, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

Article 2: Autorités chargées de l'exécution du présent arrêté

Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.

Article 3: Entrée en vigueur

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA Nº 023/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA MALI AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I KIGALI, KU WA 13 GASHYANTARE 2017

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ACCORD RELATIF AU TRANSPORT AERIEN

ENTRE

LE GOUVERNEMENT DE LA REPUBLIQUE DU RWANDA

ET

LE GOUVERNEMENT DE LA REPUBLIQUE DU MALI

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Préambule

Le Gouvernement de la République du Rwanda et le Gouvernement de la République du Mali (ci-après dénommés les « Parties») ;

Étant Parties à :

- la Convention relative à l'aviation civile internationale, ouverte à la signature à Chicago le 7 décembre 1944 ;
- la Décision relative à la mise en œuvre de la Déclaration de Yamoussoukro concernant la libéralisation de l'accès aux marchés du transport aérien en Afrique, signée le 14 novembre 1999 et approuvée par les Chefs d'Etats de l'OUA en Juillet 2000 ;

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 :

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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 Ministère en charge de l'aviation civile; et dans le cas de la République du Mali, l'Agence Nationale de l'aviation civile (ANAC) 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 ;

d) «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 ;

e) « 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;

f) « OACI » signifie l'Organisation de l'Aviation Civile Internationale ;

g) [« 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 cette contrepartie ;

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 » désigne les routes figurant au tableau des routes annexé au présent Accord ;

j) « services agrées » signifie les services aériens réguliers de transport, distincts ou combinés, de passagers, de courrier et de fret, effectués moyennant rémunération sur les routes spécifiées ;

k) « 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 État ont pour destination un autre point du territoire de ce même État ;

n) « 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;

o) « 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;

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p) Décision de Yamoussoukro : Décision relative à la mise en œuvre de la déclaration de Yamoussoukro concernant la libéralisation de l'accès aux marchés du transport aérien en Afrique, signée le 14 novembre 1999 et approuvé par les Chefs d'Etats de l'OUA en juillet 2000.

Article 2
Octroi de Droits

1. Chaque Partie accorde à l'autre Partie 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 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 n'est pas à même d'exploiter un service sur ses routes normales, l'autre Partie 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.

Article 3
Désignation et autorisation

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1. Chaque Partie a le droit de désigner par écrit à l'autre Partie 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 accorde l'autorisation d'exploitation appropriée dans les plus brefs délais, à condition que :

   a) l'entreprise soit sous le contrôle réglementaire effectif de l'État qui la désigne ;

   b) la Partie 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 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 ont 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 et de révoquer et suspendre ces autorisations ou d'imposer des conditions, de façon temporaire ou permanente :

   a) si elles n'ont pas la preuve que la compagnie est sous le contrôle réglementaire effectif de l'État qui la désigne ;

   b) si la Partie qui a désigné l'entreprise ne se conforme pas aux dispositions de l'article 7 ou de l'article 8 ;

   b) si l'entreprise désignée n'est pas à même de respecter les autres conditions prescrites par les lois et la réglementation normalement appliquées à

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l'exploitation de services de transport aérien international par la Partie qui a reçu la désignation.

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 et 8, 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 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.

2. Les lois et règlements d'une Partie relatives à l'entrée et au séjour sur son territoire ainsi qu'au départ de son territoire de passagers, de 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 n'accordera à sa propre entreprise, ni à aucune autre une préférence par rapport à une entreprise désignée par l'autre Partie et exerçant des activités semblables de transport aérien international, dans l'application de sa règlementation relative à l'immigration, à la douane, à la quarantaine et aux autres domaines.

Article 6
Reconnaissance des Certificats

1. Les certificats de navigabilité, brevets d'aptitude et licences délivrés ou validés par une Partie et toujours en vigueur sont reconnus valables par chaque Partie aux fins

de l'exploitation des services convenus.

2. Chaque Partie 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.

Article 7
Sécurité de l'aviation civile

1. Chaque Partie peut à tout moment, demander des consultations au sujet des normes de sécurité adoptées par l'autre Partie 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 estime que l'autre Partie 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 de ses conclusions et l'autre Partie adopte des mesures correctives en conséquence. Si l'autre Partie 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 pour des services à destination ou en provenance du territoire de l'autre Partie peut, pendant son séjour sur ledit territoire, être soumis par les représentants habilités de l'autre Partie 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.

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4. Si une inspection ou une série d'inspections au sol donne lieu à :

   a) des motifs sérieux de penser qu'un aéronef ou son exploitation ne respecte pas les normes minimales en vigueur conformément à la Convention, ou
   b) des motifs sérieux de craindre des déficiences dans l'adoption et la mise en œuvre effective de normes de sécurité en vigueur conformément à la Convention.

   La Partie 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 aux fins de son inspection au sol conformément au paragraphe 3 ci-dessus, l'autre Partie a toute latitude d'en déduire qu'il existe des motifs sérieux tels que ceux mentionnés au paragraphe 4 ci-dessus et d'en tirer les conclusions mentionnées au même paragraphe.

6. Chaque Partie 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 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 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 civile

1. Conformément à leurs droits et obligations en vertu du droit international, les Parties 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

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présent Accord. Sans limiter la généralité de leurs droits et obligations en vertu du droit international, les Parties 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 à Montréal le 23 septembre 1971, du Protocole pour la répression des actes illicites de violence dans les aéroports servant à l'aviation civile internationale (complémentaire à la Convention pour la répression d'actes illicites dirigés contre la sécurité de l'aviation civile), 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 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, 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 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 prescrit pour l'entrée et le séjour sur son territoire et pour la sortie de son territoire. Chaque Partie 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 examine aussi avec bienveillance toute demande que

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lui adresse l'autre Partie 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 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 a des motifs raisonnables de croire que l'autre Partie s'est écartée des dispositions du présent article, ses autorités aéronautiques peuvent demander des consultations. Ces consultations débuteront 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 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 peut en tout temps prendre des mesures provisoires.

Article 9
Principes régissant l'exploitation des services agréés

1. Les entreprises désignées de chaque Partie auront des possibilités équitables et égales d'exploiter des vols sur toute route convenue entre les territoires des deux Parties.

2. Chaque Partie permet à l'entreprise désignée de l'autre Partie de déterminer la fréquence et la capacité du transport aérien international qu'elle offre en fonction de considérations commerciales du marché.

3. Chacune des Parties et la ou les entreprises désignées par elle prendra en considération les intérêts de l'autre Partie et ceux de la ou des entreprises désignées par celle-ci, afin de ne pas nuire indûment aux services assurés par lesdites entreprises.
4. Chaque Partie convient de prendre des mesures pour éliminer toutes les formes de

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discrimination ou de pratiques concurrentielles déloyales.

Article 10

Arrangement commerciaux

1. Pour exploiter ou offrir les services autorisés sur les routes convenues, toute entreprise désignée d'une Partie 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;

   b) 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 et celles d'un pays tiers, sont soumis à l'approbation des autorités aéronautiques des deux Parties.

2. Les Parties 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 l'entreprise responsable en cas de dommage ou d'accident ;

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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 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

1. L'entreprise désignée de chaque Partie soumettra pour approbation aux autorités aéronautiques de l'autre Partie, 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.

2. 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. 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 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.

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Article 14
Tarifs

1. 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.

2. Chaque Partie 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.

3. Les Parties 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

1. Aucune des deux Parties n'imposera ou ne permettra que soient imposées aux entreprises désignées par l'autre Partie des redevances d'usage plus élevées que celles qui sont imposées à ses propres entreprises exploitant des services internationaux similaires.

2. 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.

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Article 16
Droits de douane

1. Chaque Partie Contractante exempte sur une base de réciprocité la ou les entreprises désignées par l'autre Partie, dans toute la mesure que permet sa législation nationale, 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.

2. 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.

3. 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 ne peuvent être déchargés sur le territoire de l'autre Partie 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.

4. Les exonérations prévues au présent article sont également accordées lorsque le ou les transporteur(s) aérien(s) désigné(s) d'une Partie ont conclu avec un autre transporteur aérien bénéficiant des mêmes exonérations de la part de l'autre Partie des contrats en vue du prêt ou du transfert sur le territoire de l'autre Partie des produits mentionnés au paragraphe 1 du présent article.

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Article 17
Activités commerciales

1. 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.

2. 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.

3. 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.

4. 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 3, les autorisations d'emploi, visas de visiteur et autres documents similaires nécessaires.

5. 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.

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Article 18
Conversion des devises et transfert des recettes

1. Chaque Partie contractante autorise la ou les entreprises désignées 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.

2. Si les transactions entre les Parties contractantes sont réglées par un accord spécial, celui-ci sera applicable.

Article 19
Consultations

1. 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.

2. Ces consultations commenceront dans les trente (30) jours à compter de la date de réception de la demande, à moins que les Parties n'en conviennent autrement.

Article 20
Règlement des différends

1. En cas de différend entre les Parties contractantes au sujet de l'interprétation ou de l'application du présent Accord, les Parties contractantes s'efforcent en premier lieu de le régler par voie de négociations.

2. 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.

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3. 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 contractantes 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.

4. Sauf convention contraire, le tribunal d'arbitrage détermine les limites de sa compétence suivant le présent Accord et établit sa propre procédure.

5. Chaque Partie contractante donne intégralement effet à toute décision ou arbitrage du tribunal.

6. Chaque Partie contractante supporte les frais de l'arbitre nommé par elle. Les autres frais du tribunal sont également répartis entre les Parties contractantes.

Article 21
Amendements

1. 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.

2. Tout amendement entrera en vigueur lorsqu'il aura été confirmé par un échange de notes diplomatiques.

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3. 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

1. 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.

2. L'Accord prendra fin douze (12) 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.

4. 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.

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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 Kigali, le 13 février 2017 en deux exemplaires originaux, en langue française.

POUR LE GOUVERNEMENT
DE LA REPUBLIQUE DU RWANDA

Dr. Alexis NZAHABWANIMANA

Secrétaire d'Etat en charge
des Transports

POUR LE GOUVERNEMENT
DE LA REPUBLIQUE DU MALI

Madame TRAORE Seynabou DIOP

Ministre de l'Equipement, des Transports et du Désenclavement

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ANNEXE

TABLEAU DE ROUTES

Les entreprises de chaque Partie désignées au titre de la présente Annexe auront le droit d'assurer le transport aérien entre des points des routes suivantes :

a) Routes exploitées par la ou (les) entreprise (s) désignée(s) de la République du Rwanda:

Point au départ	Points intermédiaires	Points au Mali	Points au-delà
Tous points au Rwanda	Tous points	Tous points	Tous points

b) Routes exploitées par la ou (les) entreprise(s) désignée(s) de la République du Mali :

Point au départ	Points intermédiaires	Points au Rwanda	Points au-delà
Tous points au Mali	Tous points	Tous points	Tous points

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Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida nº 023/01 ryo ku wa 31/01/2020 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Mali ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Kigali, ku wa 13 Gashyantare 2017

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Presidential Order nº 023/01 of 31/01/2020 ratifying the Air Transport between the Government of the Republic of Rwanda and the Government of the Republic of Mali, done at Kigali, on 13th February 2017

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à l'Arrêté Présidentiel nº 023/01 du 31/01/2020 ratifiant l'Accord relatif au transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Mali, fait à Kigali, le 13 février 2017

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA Nº 024/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA LETA YA ISIRAYELI AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I YERUSALEMU, KU WA 07 MUTARAMA 2019

PRESIDENTIAL ORDER Nº 024/01 OF 31/01/2020 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE STATE OF ISRAEL, DONE AT JERUSALEM, ON 07TH JANUARY 2019

ARRÊTÉ PRÉSIDENTIEL Nº 024/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE L'ÉTAT D'ISRAËL, FAIT À JÉRUSALEM, LE 07 JANVIER 2019

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

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Twebwe, KAGAME Paul,
Perezida wa Repubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;

Dushingiye ku Itegeko n° 52/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Leta ya Isirayeli ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i *Jerusalem* muri *Isirayeli* ku wa 07 Mutarama 2019;

Tumaze kubona Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Leta ya Isirayeli ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Yerusalemu, ku wa 07 Mutarama 2019;

PRESIDENTIAL ORDER Nº 024/01 OF 31/01/2020 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE STATE OF ISRAEL, DONE AT JERUSALEM, ON 07 JANUARY 2019

We, KAGAME Paul,
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;

Pursuant to Law n° 52/2019 of 25/10/2019 approving the ratification of the Air Services Agreement between the Government of the Republic of Rwanda and the Government of the State of Israel, done at Jerusalem, Israel, on 07 January 2019;

Considering the Air Services Agreement between the Government of the Republic of Rwanda and the Government of the State of Israel, done at Jerusalem, on 07th January 2019;

ARRÊTÉ PRÉSIDENTIEL Nº 024/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE L'ÉTAT D'ISRAËL, FAIT À JÉRUSALEM, LE 07 JANVIER 2019

Nous, KAGAME Paul,
Président de la République;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;

Vu la Loi n° 52/2019 du 25/10/2019 approuvant la ratification de l'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de l'État d'Israël, fait à Jérusalem en Israël, le 07 janvier 2019;

Considérant l'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de l'État d'Israël, fait à Jérusalem, le 07 janvier 2019;

Bisabwe na Minisitiri w'Ibikorwa Remezo;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE:

Ingingo ya mbere: Kwemeza burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Leta ya Isirayeli ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Yerusalemu, ku wa 07 Mutarama 2019, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

On proposal by the Minister of Infrastructure;

After consideration and approval by the Cabinet;

HAVE ORDERED AND ORDER:

Article One: Ratification

The Air Services Agreement between the Government of the Republic of Rwanda and the Government of the State of Israel, done at Jerusalem, on 07th January 2019, annexed to this Order, is ratified and becomes fully effective.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.

Article 3: Commencement

This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Sur proposition du Ministre des Infrastructures;

Après examen et adoption par le Conseil des Ministres;

AVONS ARRÊTÉ ET ARRÊTONS:

Article premier: Ratification

L'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de l'État d'Israël, fait à Jérusalem, le 07 janvier 2019, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

Article 2: Autorités chargées de l'exécution du présent arrêté

Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.

Article 3: Entrée en vigueur

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA Nº 024/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA LETA YA ISIRAYELI AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I YERUSALEMU, KU WA 07 MUTARAMA 2019

ANNEX TO PRESIDENTIAL ORDER Nº 024/01 OF 31/01/2020 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE STATE OF ISRAEL, DONE AT JERUSALEM, ON 07TH JANUARY 2019

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL Nº 024/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE L'ÉTAT D'ISRAËL, FAIT À JÉRUSALEM, LE 07 JANVIER 2019

AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF RWANDA
AND
THE GOVERNMENT OF THE STATE OF ISRAEL

The Government of the Republic of Rwanda and the Government of the State of Israel hereinafter referred to as the "Contracting Parties";

Desiring to promote an international aviation system based on competition among airlines;

Desiring to favour the rise of international air transport, by putting air transport networks which are able to provide air services to meet the needs of the travelling and shipping public;

Desiring to make it possible for airlines to offer the travelling and shipping public competitive prices and services in open markets;

Desiring to ensure the highest degree of safety and security in international air transport, and reaffirming their profound concern about acts and threats against the safety of civil aviation, which jeopardise the safety of persons or property, adversely affect the operation of air transportation, and undermine public confidence in the security of civil aviation;

Being Parties to the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944;

Have agreed as follows:

ARTICLE 1

DEFINITIONS

For the purposes of this Agreement, unless otherwise stated, the term:

(a) "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944, and includes any Annex thereto adopted under Article 90 of that Convention, and any amendment to the Convention or its Annexes adopted under Articles 90 and 94 of the Convention, insofar as such Annexes and amendments have become effective for both Contracting Parties;

(b) "Agreement" means this Agreement, its Annexes and any amendments thereto;

(c) "aeronautical authorities" means:

(i) in the case of the Republic of Rwanda, the Minister in charge of civil aviation; and

(ii) in the case of the State of Israel, the Ministry of Transport and Road Safety by the Civil Aviation Authority; or in both cases, any person or body authorised to perform functions at present exercisable by the above-mentioned authorities or similar functions;

(d) "agreed services" means the air services established on the specified routes pursuant to the Annex to the present Agreement;

(e) "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;

(f) "designated airline" means an airline or airlines designated by one Contracting Party and authorised by the other Contracting Party in accordance with Article 3 of this Agreement;

(g) "Aircraft equipments", "stores", and "spare parts" have the meaning respectively assigned to them in Annex 9 of the Convention;

(h) "specified routes" means routes specified in the Annex to the present Agreement;

(i) "tariffs" means the prices to be paid for the carriage of passengers, baggage, cargo and the conditions under which these prices apply, including prices, commissions and conditions of agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail;

(j) "territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;

(k) "user charges" means 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.

For the avoidance of doubt, all references to the singular shall include the plural, and all references to the plural shall include the singular.

ARTICLE 2

GRANT OF TRAFFIC RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the conduct of international air services on the specified routes.

2. Subject to the provisions of the present Agreement, the designated airlines of each Contracting Party, during the conduct of international air services, 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 at the point(s) on the route(s) specified in the Route Schedule of the Annex to this Agreement for the purpose of taking on board and discharging international traffic in passengers, cargo or mail separately or in combination; and

d) any rights otherwise specified in this Agreement.

3. 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 (a) and (b) of paragraph 2 of this Article. That airline shall be required to meet

other conditions prescribed under the laws and regulations normally applied to the operation of the international air transport services by the Contracting Party considering the application.

4. Nothing in this Article shall be deemed to confer on the airline(s) of one Contracting Party the rights to take on board, in the territory of the other Contracting Party, passengers, their baggage, cargo, or mail carried for compensation and destined for another point in the territory of that other Contracting Party.

ARTICLE 3

DESIGNATION AND AUTHORISATION

1. Each Contracting Party has the right to designate one or more airlines as it wishes for the purpose of operating the agreed services on the specified routes, and to withdraw or alter such designations. Such designations shall be transmitted to the other Contracting Party in writing and shall specify whether the airline is authorised to conduct the type of air services on the specified routes.

2. On receipt of such a designation, and of application from the designated airline, in the form and manner prescribed for operating authorisation, the other Contracting Party shall grant the appropriate authorisations with minimum procedural delay, provided that:

(a) substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline, nationals of that Contracting Party, or both;

(b) the designated airline is the holder of an air operator certificate or any other equivalent document which is valid in accordance with the laws and regulations in force in the Contracting Party designating the airline;

(c) the Contracting Party designating the airline has and maintains effective regulatory control of that airline;

(d) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of air services by the Contracting Party considering the application(s); and

(e) the Contracting Party designating the airline is maintaining and administering the standards set forth in Article 13 (Air Safety) and Article 14 (Aviation Security).

ARTICLE 4

WITHHOLDING, REVOCATION, SUSPENSION, OR LIMITATION OF OPERATING AUTHORISATIONS

1. Each Contracting Party shall have the right to withhold, revoke, suspend, limit or impose conditions on the operating authorisations of an airline designated by the other Contracting Party where:

(a) substantial ownership and effective control of that airline are not vested in the other Contracting Party, that other Contracting Party's nationals, or both;

(b) the designated airline does not hold an air operator certificate or any other equivalent document which is valid in accordance with the laws and regulations in force of the Contracting Party designating the airline;

(c) the Contracting Party designating the airline does not have effective regulatory control of that airline;

(d) the designated airline has failed to meet any condition prescribed under the laws and regulations normally applied to the operation of international air services by the Contracting Party considering the application or applications; or

(e) the designated airline has failed to comply with the provisions set forth in Article 13 (Air Safety) and Article 14 (Aviation Security).

2. Unless immediate measures are essential to prevent further non-compliance with subparagraphs (c) or (d) of paragraph 1 of this Article, the rights established by this Article shall be exercised only after consultations with the Contracting Party designating the airline, in

accordance with the provisions set forth in Article 19 (Consultations and Amendments) of the present Agreement.

ARTICLE 5

FAIR COMPETITION AND OPERATION OF AIR SERVICES

1. Each Contracting Party shall provide to all the designated airlines of both Contracting Parties fair and equal opportunity to compete in operating international air services governed by this Agreement.

2. The total capacity to be provided on the agreed services by the designated airlines of the Contracting Parties shall be agreed between or approved by the aeronautical authorities of the Contracting Parties before the commencement of the operations, and thereafter according to anticipated traffic requirements.

3. The designated airline or airlines of each Contracting Party shall have a fair and equal opportunity to operate on any agreed route between the territories of the Contracting Parties.

4. The designated airline of each Contracting Party shall submit its envisaged flight schedules for approval to the aeronautical authorities of the other Contracting Party at least thirty (30) days prior to the operation of the agreed services. The same procedure shall apply to any modification thereof.

5. For supplementary flights which the designated airline of one Contracting 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 Contracting Party. Such requests shall usually be submitted at least four (4) working days prior to the operation of such flights.

ARTICLE 6

Code Sharing/Cooperative Arrangements

1. In operating or holding out the authorized services on the agreed routes, any designated airline of one Contracting Party may enter into cooperative marketing arrangements such as blocked-space or code-share arrangements, with:

a) an airline or airlines of either Contracting Party;

b) an airline or airlines of a third Party.

2. The above provision is subject to the conditions that all airlines in such arrangements:

a) hold the appropriate authority.

b) meet the requirements normally applied to such arrangements.

c) in respect of each ticket sold, the purchaser is informed at the point of sale which airline will operate each sector of the service.

ARTICLE 7

APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party relating to admission to, flight within or departure from its territory of an aircraft of its designated airline(s) engaged in international air navigation, or to the operation or navigation of such aircraft while within its territory, shall apply to the aircraft of designated airline(s) of the other Contracting Party and shall be complied with by such aircraft upon entering or departing from or while within the territory of that Contracting Party.

2. The laws and regulations of one Contracting Party relating to entry into, stay in, or departure from its territory of passengers, baggage, crew, cargo or mail, such as laws and regulations relating to entry, exit, emigration, immigration, passports as well as customs and health or sanitary measures, shall apply to passengers, baggage, crew, cargo and mail carried by the aircraft of the designated airline(s) of the other Contracting Party upon entry into or departure from or while within the territory of the first Contracting Party.

3. In general, in the application of laws and regulations in force, neither Contracting Party shall give preference to its own or any other airlines over a designated airline of the other Contracting Party engaged in similar international air services.

ARTICLE 8

DIRECT TRANSIT

Passengers, baggage, and cargo in direct transit through the territory of either Contracting Party and not leaving the area of the airport reserved for such purpose, shall be subject to a simplified control. Passengers, baggage and cargo in direct transit through the territory of either Contracting Party and not leaving the area of the airport reserved for such purpose shall be subject to further examination for reasons of aviation security, narcotics control, prevention of illegal entry or in special circumstances.

ARTICLE 9

USER CHARGES

1. Neither Contracting Party shall impose or permit to be imposed on the designated airline or airlines of the other Contracting Party user charges higher than those imposed on its own airlines operating similar international air services.

2. Each Contracting Party shall encourage consultations on user charges between its competent charging authorities and airlines using the services and facilities provided by those charging authorities, where practicable through those airlines' representative organisations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their views before changes are made. Each Contracting Party shall further encourage its competent charging authorities and such users to exchange appropriate information concerning user charges.

ARTICLE 10

TARIFFS

1. Tariffs charged by airlines shall not be required to be filed with, or approved, by either Contracting Party.

2. Notwithstanding paragraph 1 of this Article, either Contracting Party may require information of tariffs proposed by its own airline, or the designated airline(s) of the other Contracting Party for carriage to or from its territory.

3. Without limiting the application of general competition and consumer law in each Contracting Party, consultations in accordance with the provisions set forth in Article 19 (Consultations and Amendments) of the present Agreement, may be initiated by either Contracting Party to:

(a) prevent unreasonably discriminatory tariffs or practices;

(b) protect consumers from tariffs that are unreasonably high or unreasonably restrictive due either to the abuse of a dominant position or to concerted practices among air carriers; and

(c) protect airlines from tariffs that are artificially low because of direct or indirect governmental subsidy or support.

ARTICLE 11

EXCHANGE OF INFORMATION

The aeronautical authorities of each Contracting Party shall provide to the aeronautical authorities of the other Contracting Party, on request, information relating to the traffic carried on the agreed services by the respective designated airline(s). Such information shall include statistics and other information required in determining the amount of traffic carried by those airlines on the agreed services.

ARTICLE 12

RECOGNITION OF CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid in accordance with the laws and regulations of one Contracting Party and still in force, shall be recognised as valid by the other Contracting Party for the purpose of operating the specified routes, provided that the requirements under which such certificates and licenses are issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.

2. If the privileges or conditions of the licenses 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 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 the International Civil Aviation Organization (ICAO), the other Contracting Party may request consultations between the aeronautical authorities with a view to clarifying the practice in question.

3. Each Contracting Party reserves the right, however, to refuse to recognise as valid, for the purpose of flights within its own territory, certificates of competency and licenses granted to its own nationals by the other Contracting Party.

ARTICLE 13

AIR SAFETY

1. Each Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of that request.

2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 of this Article that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and of the steps considered necessary to conform with those minimum standards established at that time pursuant to the Convention, and the other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such longer period as may be agreed, shall be grounds for the application of subparagraph (e) of paragraph 1 of Article 4 (Withholding, Revocation, Suspension, or Limitation of Operating Authorisations) of this Agreement.

3. Pursuant to Article 16 of the Convention, it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of the airline or airlines of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorised representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

4. If any such ramp inspection or series of ramp inspections gives rise to:

(a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; or

(b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention;

5. The Contracting Party carrying out the ramp inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid or that the requirements under which that aircraft is operated are not equal to or above the minimum standards established pursuant to the Convention.

6. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the airline or airlines of one Contracting Party in accordance with paragraph 3 of this Article is denied by a representative of that airline or airlines, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph 4 of this Article arise and draw the conclusions referred in that paragraph.

7. Each Contracting Party reserves the right to suspend or vary the operating authorisation of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.

8. Any action by one Contracting Party in accordance with paragraphs 2 or 6 of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 14

AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation signed at Montreal on 23 September 1971, its supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, as well as with any other convention and protocol relating to the security of civil aviation which both Contracting Parties adhere to.

2. The Contracting Parties shall provide, upon request, all practicable assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties. Each Contracting Party shall require that operators of aircraft of their registry, or operators of aircraft who have their principal place of business or permanent residence in its territory, and the operators of airports in its territory, act in conformity with such aviation security provisions. Each Contracting Party shall advise the other Contracting Party of any difference between its national regulations and practices and the aviation security standards of the Annexes to the Convention. Either Contracting Party may request immediate consultations with the other Contracting Party at any time to discuss any such differences.

4. Each Contracting Party agrees that such operators of aircraft shall be required to observe the aviation security provisions referred to in paragraph 3 of this Article required by the other

Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures and for this purpose the Aeronautical Authorities of the Parties will be entitled to conclude implementing security arrangements.

5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful act against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

6. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, that Contracting Party may request immediate consultations with the other Contracting Party.

7. Without prejudice to Article 4 (Withholding, Revocation, Suspension or Limitation of Operating Authorisations) of this Agreement, failure to reach a satisfactory agreement within fifteen (15) days from the date of such request will constitute grounds to withhold, revoke, suspend, limit or impose conditions on the operating authorisation of the air carriers of both Contracting Parties.

8. When required by an immediate and extraordinary threat, a Contracting Party may take interim action prior to the expiry of fifteen (15) days.

9. Any action taken in accordance with the paragraph 7 above shall be discontinued upon compliance by the other Contracting Party with the provisions of this Article.

ARTICLE 15

EXEMPTION FROM CUSTOMS DUTIES AND OTHER TAXES

1. Each Contracting Party shall, on the basis of reciprocity, exempt a designated airline of the other Contracting 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 company 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 Contracting 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 one Contracting Party by or on behalf of the designated airline of the other Contracting Party;

b) retained on board aircraft of the designated airline of one Contracting Party upon arrival in or leaving the territory of the other Contracting Party; or

c) taken on board aircraft of the designated airline of one Contracting Party in the territory of the other Contracting Party and intended for use in operating the agreed services;

whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption, provided that the ownership of such items is not transferred in the territory of the said Contracting Party.

3. Materials and supplies referred to in subparagraphs (a), (b) and (c) of paragraph 2 of this Article, may be subject to customs surveillance or control, of the two Contracting Parties.

4. Baggage and cargo in direct transit are exempt from customs duties and other similar taxes provided that these will be under customs surveillance or control.

5. The regular airborne equipment, as well as the materials and supplies retained on board an aircraft of the designated airline(s) of either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that other Contracting Party and such customs authorities may require that such equipment, materials

and supplies be placed under their surveillance up to such time as they are re-exported or otherwise disposed of in accordance with customs laws and regulations.

Article 16

Taxation

1. Profits or incomes from the operation of the aircraft in international traffic derives by an airline of one Party, including participation in inter- airline commercial agreements or joint business ventures, shall be exempt from any tax on profits or income to the Government of the other Contracting Party.

2. Capital and assets of an airline of one Contracting Party relating to the exploitation and/or operation of aircraft in international traffic shall be exempt from all taxes on capital and assets imposed by the Government of the other Contracting Party.

3. Gains from the alienation of aircraft operated in international traffic and movable property pertaining to the operation of such aircraft by an airline of one Contracting Party shall be exempt from any tax on gains imposed by the Government of the other Contracting Party.

4. Where a special agreement for the avoidance of double taxation exists between the Contracting Parties, the provisions of the latter shall prevail.

ARTICLE 17

COMMERCIAL ACTIVITIES

1. In accordance with the laws and regulations of the other Contracting Party, the designated airline(s) of one Contracting Party shall have the right:

(a) in relation to entry, residence and employment, to bring in and maintain in the territory of the other Contracting Party managerial and other specialist staff, office equipment and other related equipment and promotional materials required for the operation of international air services;

(b) to employ technical, administrative and commercial personnel of its own nationality subject to the laws and regulations in force in the country in which these personnel are to be employed;

(c) to use the services of personnel of any other organisation, company or airline operating in the territory of the other Contracting Party;

(d) to establish offices in the territory of the other Contracting Party for the purposes of provision, promotion and sale of air services;

(e) to sell and market international air services and related products in the territory of that other Contracting Party, directly and, at its discretion, through its agents or other intermediaries, in the local currency or in freely convertible currencies of other countries;

(f) to pay for local expenses, including purchases of fuel, in the territory of the other Contracting Party in local currency. At their discretion, the airlines of each Contracting Party may pay for such expenses in the territory of the other Contracting Party in freely convertible currencies according to local currency regulations.

2. The representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party, and consistent with such laws and regulations:

a) each Contracting Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article; and

b) both Contracting Parties shall facilitate and expedite the requirement of employment authorizations for personnel performing certain temporary duties not exceeding ninety (90) days.

3. Each Contracting Party shall permit airline of the other Contracting Party to convert and transmit abroad, on demand, all local revenues from the sale of air transport services 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.

4. 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.

5. The provisions of this Article do not exempt the airlines of both Contracting Parties of the duties, taxes and contributions they are subject to.

ARTICLE 18

LEASING

1. Either Contracting Party may prevent the use of leased aircraft for services under this Agreement which does not comply with Article 13 (Air Safety) and Article 14 (Aviation Security) of this Agreement.

2. Subject to paragraph 1 of this Article, the designated airlines of each Contracting Party may operate services under this Agreement by using leased aircraft which meets the requirements provided by Article 13 (Air Safety) and Article 14 (Aviation Security) of this Agreement.

ARTICLE 19

CONSULTATIONS AND AMENDMENTS

1. In a spirit of close cooperation, the aeronautical authorities of the Contracting Parties shall consult with each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and the Annex attached hereto and shall consult whenever necessary to provide for amendment to this Agreement or the Annex.

2. Either Contracting Party may request consultations, which may be through discussions or by correspondence. Consultations shall begin within a period of thirty (30) days from the date the other Contracting Party receives a written request, unless otherwise agreed by both Contracting Parties.

3. This Agreement can be amended by mutual consent of the Contracting Parties.

4. Any amendment of this Agreement excluding amendments of the Annex shall come into force in accordance with the procedures set forth in Article 24 to this Agreement.

5. Any amendment of the Annex may be made by written agreement between the aeronautical authorities of the Contracting Parties.

ARTICLE 20

MULTILATERAL AGREEMENTS

If both Contracting Parties become parties to a multilateral agreement that addresses matters covered by the present Agreement, they shall consult to determine whether the present Agreement should be revised to take into account the multilateral agreement.

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 endeavor to settle their dispute by negotiations between Aeronautical Authorities of the States of both Contracting Parties.

2. If the said Aeronautical Authorities fail to reach a settlement by negotiation, the Contracting parties shall endeavor to settle the dispute shall be settled through diplomatic channels.

3. If the Contracting Parties fail to reach a settlement pursuant to paragraphs (1) and (2) above, either Contracting Party may refer the dispute to an arbitral tribunal of three arbitrators, one to be named by each Contracting Party and the third arbitrator who shall act as the Chairman of the tribunal, to be agreed upon by the two Contracting Parties, provided that such arbitrator

shall not be a national of either Contracting Party and shall be a national of a State having diplomatic relations with each of the Contracting Parties at the time of appointment.

Each Contracting Party shall nominate its arbitrator within a period of sixty (60) days from the date of receipt, through diplomatic channels, of a notice of arbitration. The Chairman shall be appointed within a further period of sixty (60) days following the appointment of the two arbitrators by the Contracting Parties.

If a Contracting Party fails to nominate its arbitrator within the specified period or in case the Contracting Parties fail to agree on the Chairman within the mentioned period, each Contracting Party may request the President of the Council of ICAO to appoint the Chairman or the arbitrator representing the Contracting Party in default, as the case may require.

4. In case of absence or incompetence of the President of ICAO, The Vice-President or a senior member of the ICAO Council, not being a national of either of the Contracting Parties, and shall be a national of a state having diplomatic relations with each of the Contracting Parties at the time of the appointment as the case may be, shall replace the President of ICAO in its arbitral duties, as mentioned in paragraph (3) of this Article.

5. The arbitral tribunal shall determine its procedures and the place of arbitration subject to provisions agreed upon between the Contracting Parties.

6. Decisions of the arbitral tribunal shall be made by a majority of the arbitrators and shall be reasoned. The decisions of the arbitral tribunal shall be final and binding upon the Contracting Parties to the dispute.

7. If either Contracting Party or the designated airline of either Contracting Party fails to comply with the decision given under paragraph (6) of this Article, the other Contracting Party may limit, suspend or revoke any rights or privileges which have been granted by virtue of this Agreement to the Contracting Party in default.

8. Each Contracting Party shall bear the expenses of its own arbitrator. The expenses of the chairman, including his/her fees and any expenses incurred by ICAO in connection with the appointment of the chairman and/or the arbitrator of the Contracting Party in default as referred to in paragraph (3) of this Article shall be shared equally by the Contracting Parties.

9. Pending the submission to arbitration and thereafter until the arbitral tribunal publishes its award, the Contracting Parties shall, except in the event of termination, continue to perform all their obligations under this Agreement without prejudice to a final adjustment in accordance with the said award.

ARTICLE 22

TERMINATION OF AGREEMENT

Either Contracting Party may at any time give notice in writing, though the diplomatic channel, 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, or after any shorter period of time as may be agreed by both Contracting Parties, unless the notice to terminate is withdrawn by agreement before the expiry period. In the absence of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 23

REGISTRATION OF AGREEMENT

This Agreement and any subsequent amendments thereto shall be registered with the International Civil Aviation Organization by the Contracting Parties.

ARTICLE 24

ENTRY INTO FORCE

This Agreement shall enter into force on the date of the receipt of the second diplomatic note indicating that all necessary internal procedures have been completed by both Contracting Parties.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed this Agreement.

Done at Jerusalem on the 1st day of Shvat 5779 which corresponds to the 7th day of the month of January of the year 2019 in the Gregorian calendar, in 2 authentic copies in the Hebrew and English languages, all texts being equally authentic.

In case of divergence of interpretation, the English text shall prevail.



For the Government of the Republic of Rwanda



For the Government of the State of Israel

ANNEX

I. Routes to be operated by the designated airlines of Israel

Points in Israel: From Any point or points

Intermediate points: Via Any point or points

Points in Rwanda: To Any point or points

Beyond points: To Any point or points

II. Routes to be operated by the designated airlines of Rwanda

Points in Rwanda: From Any point or points

Intermediate points: Via Any point or points

Points in ISRAEL: To Any point or points

Beyond points: To Any point or points

Note: Any point or all intermediate points and/or beyond points on the specified routes may, at the discretion of each airline, be omitted on any or all flights.

The right of the designated airline of one Contracting Party to operate flights for the carriage of passengers, baggage, cargo and mail between the points in the territory of the other Contracting Party and points in the territory of third countries (5th freedom traffic rights) shall be subject to a separate agreement between the Aeronautical Authorities of the Contracting Parties.

הסכם שירותי אוויר

בין ממשלת הרפובליקה של רואנדה

לבין

ממשלת מדינת ישראל

ממשלת הרפובליקה של רואנדה וממשלת מדינת ישראל (להלן: "הצדדים המתקשרים");

ברצותן לקדם מערכת תעופה בינלאומית המבוססת על תחרות בין מובילים אוויריים;

בבקשן להעדיף את עליית התחבורה האווירית הבינלאומית, על ידי כינון רשתות הובלה אווירית המסוגלות לספק שירותי אוויר שיענו על צרכי ציבור הנוסעים והמשגרים;

ברצותן לאפשר למובילים האוויריים להציע לציבור הנוסעים והמשגרים מחירים ושירותים תחרותיים בשווקים פתוחים;

בבקשן להבטיח את דרגת הבטיחות והביטחון הגבוהה ביותר בתובלה האווירית הבינלאומית, ובאשרן מחדש את דאגתן העמוקה לנוכח מעשים ואיומים נגד בטיחות התעופה האזרחית, המסכנים את בטיחותם של אנשים או רכוש, משפיעים לרעה על פעולת ההובלה האווירית, ומערערים אמון הציבור בביטחון התעופה האזרחית;

בהיותן צדדים לאמנה בדבר תעופה אזרחית בינלאומית, שנפתחה לחתימה בשיקגו ביום 7 בדצמבר 1944;

הסכימו לאמור:

סעיף 1

הגדרות

למטרות הסכם זה, אלא אם כן צוין אחרת, המונח:

(א) "אמנה" פירושו האמנה בדבר תעופה אזרחית בינלאומית, שנפתחה לחתימה בשיקגו ביום שבעה בדצמבר 1944, וכולל כל נספח שאומץ לפי סעיף 90 לאותה אמנה, וכל תיקון לנספחים או לאמנה לפי סעיפים 90 ו-94 שלה, במידה שנספחים ותיקונים כאמור נכנסו לתוקף לגבי שני הצדדים המתקשרים;

(ב) "הסכם" פירושו הסכם זה, נספחיו וכל תיקון בהם;

(ג) "רשויות תעופה" פירושו:

(i) במקרה של הרפובליקה של רואנדה, השר האחראי על תעופה אזרחית; וכן

(ii) במקרה של מדינת ישראל, משרד התחבורה והבטיחות בדרכים ע"י רשות התעופה האזרחית; או בשני המקרים, כל אדם או גוף המוסמכים למלא את התפקידים שממלאות כרגע הרשויות האמורות או תפקידים דומים;

(ד) "שירותים מוסכמים" פירושו שירותי האוויר שהוקמו בנתיבים המפורטים בהתאם לנספח להסכם הנוכחי;

(ה) ל"שירות אווירי", "שירות אווירי בינלאומי", "מוביל אווירי" ו"חנייה שלא למטרות תעבורה", המשמעויות המצוינות להם בסעיף 96 לאמנה;

(ו) "מוביל אווירי מיועד" פירושו מוביל אווירי או מובילים אוויריים שיועדו והורשו בהתאם לסעיף 3 להסכם זה;

(ז) "ציוד לכלי טיס", "אספקה" ו"חלפים" הם בעלי המשמעויות המיוחסות להם בהתאמה בנספח 9 לאמנה;

(ח) "נתיבים מפורטים" פירושו נתיבים המפורטים בנספח להסכם הנוכחי;

(ט) "תעריפים" פירושו המחירים שיש לשלם תמורת הובלת נוסעים, כבודה, מטען והתנאים שלפיהם מוחלים מחירים אלה, כולל מחירים, עמלות ותנאי שליחות ושירותים נלווים אחרים, אך להוציא גמול ותנאים להובלת דואר.

(י) "שטח" בזיקה למדינה הוא בעל המשמעות המיוחסת לו בסעיף 2 לאמנה ;

(יא) "היטלי משתמש" פירושו היטל המוטל ע"י הרשויות המוסמכות על מובילים אוויריים, או שהן מתירות להטיל, לאספקת רכוש או מתקנים של נמל תעופה, ניווט אווירי, או מתקנים או שירותים של בטחון תעופה, כולל שירותים ומתקנים קשורים, לכל טיס, צוותיהם, נוסעיהם ומטענם.

למען הסר ספק, כל התייחסות ביחיד תכלול את הרבים, וכל התייחסות ברבים תכלול את היחיד.

סעיף 2

הענקת זכויות טיס

1. כל צד מתקשר מעניק לצד האחר את הזכויות המפורטות בהסכם זה למטרות הפעלת שירותי אוויר בינלאומיים בנתיבים המפורטים.

2. בכפוף להוראות הסכם זה, המובילים האוויריים המיועדים של כל צד מתקשר ייהנו, בהפעילם שירותי אוויר בינלאומיים, מהזכויות הבאות:

א) הזכות לטוס מעל לשטח הצד המתקשר האחר ללא נחיתה;

ב) הזכות לערוך חניות בשטח הצד המתקשר האחר שלא למטרות תעבורה;

ג) הזכות לערוך חניות בנקודה(ות) בנתיב(ים) המפורטים בלוח הנתיבים של הנספח להסכם זה למטרות ההעלאה וההורדה של תחבורה בינלאומית של נוסעים, מטען או דואר, בנפרד או במשולב; וכן

ד) כל הזכויות האחרות המפורטות בהסכם זה.

3. המובילי(ים) האווירי(ים) של כל צד מתקשר, שאינם אלה המיועדים לפי סעיף 3 (הועדה והרשאה) להסכם זה, ייהנו אף הם מהזכויות המפורטות בס"ק 2 (א) ו-(ב) לסעיף זה. אותו מוביל אווירי יידרש לעמוד בתנאים אחרים שנקבעו על פי החוקים והתקנות החלים בדרך כלל על הפעלת שירותי הובלה האווירית הבינלאומית על ידי הצד המתקשר הדן בבקשה.

4. אין בסעיף זה דבר שייראה כמעניק למובילי(ים) האווירי(ים) המיועד(ים) של צד מתקשר אחד את הזכויות להעלות בשטח הצד המתקשר האחר נוסעים, מטען או דואר, המובלים תמורת גמול ומיועדים לנקודה אחרת בשטח הצד המתקשר האחר.

סעיף 3

הועדה והרשאה

1. לכל צד מתקשר תהיה הזכות להועיד בכתב מוביל אווירי אחד או יותר לשם הפעלת השירותים המוסכמים בנתיבים במפורטים, ולבטל או לשנות הועדות כאמור. הועדות כאמור יועברו בכתב לצד האחר בכתב ובתן יפורט אם המוביל האווירי מורשה לבצע את שירותים אוויר מסוג זה בנתיבים המפורטים.

2. עם קבלת הועדה כאמור, ובקשה של המוביל האווירי המיועד, בצורה ובאופן הקבועים עבור היתר ההפעלה, כל צד מתקשר יעניק את היתרי ההפעלה תוך עיכוב נוהלי מזערי, ובלבד:

(א) שהבעלות הממשית והשליטה בפועל על אותו מוביל אווירי נתונות בידי הצד המתקשר המועיד את המוביל האווירי, אזרחיו של אותו צד, או שניהם יחד;

(ב) שהמוביל האווירי המיועד מחזיק בתעודת מפעיל אווירי או כל מסמך מקביל אחר שהנו בתוקף בהתאם לחוקים ולתקנות שבתוקף אצל הצד המתקשר המועיד את המוביל האווירי;

(ג) שהצד המתקשר המועיד את המוביל האווירי מחזיק ומקיים שליטה רגולטורית בפועל באותו מוביל אווירי;

(ד) שהמוביל האווירי המיועד כשיר לעמוד בתנאים הקבועים בחוקים ובתקנות החלים באופן רגיל על הפעלת תובלה אווירית בינלאומית ע"י הצד הדן בבקשה או בבקשות; וכן

(ה) שהצד המועיד את המוביל האווירי מקיים ומנהל את התקנים המפורטים בסעיף 13 (בטיחות אווירית) וסעיף 14 (ביטחון התעופה).

סעיף 4

התלייה, שלילה, השעייה או הגבלה של היתרי הפעלה

1. לכל צד מתקשר תהיה הזכות להתלות, לשלול, להשעות, להגביל או להטיל תנאים על היתרי ההפעלה של מוביל אווירי שהועיד הצד המתקשר האחר, מקום:

(א) שהבעלות הממשית והשליטה בפועל על אותו מוביל אווירי אינן נתונות בידי הצד המתקשר האחר, אזרחי אותו צד מתקשר או שניהם יחד;

(ב) שהמוביל האווירי המיועד אינו מחזיק בתעודת מפעיל אווירי או כל מסמך מקביל אחר שהנו בתוקף בהתאם לחוקים ולתקנות שבתוקף אצל הצד המתקשר המועיד את המוביל האווירי;

(ג) שהצד המתקשר המועיד את המוביל האווירי אינו מחזיק ומקיים שליטה רגולטרית בפועל באותו מוביל אווירי;

(ד) שלא עלה בידי המוביל האווירי המיועד לעמוד בתנאי כלשהו הקבוע בחוקים ובתקנות החלים באופן רגיל על הפעלת תובלה אווירית בינלאומית ע"י הצד הדן בבקשה או בבקשות; או

(ה) שהמוביל האווירי המיועד אינו מציית להוראות המפורטות בסעיף 13 (בטיחות אווירית) וסעיף 14 (ביטחון התעופה).

2. אם פעולה מיידית איננה חיונית למניעת המשך אי הציות בהתאם לתת-ס"ק (ג) או (ד) לס"ק 1 לסעיף זה, הזכויות שנקבעו לפי סעיף זה ימומשו רק אחרי התייעצות עם הצד המתקשר המועיד את המוביל האווירי, בהתאם להוראות המפורטות בסעיף 19 (התייעצויות ותיקונים) להסכם הנוכחי.

סעיף 5

תחרות הוגנת והפעלת שירותים אוויריים

1. כל צד מתקשר יעניק לכל המובילים המיועדים של שני הצדדים המתקשרים הזדמנות הוגנת ושווה להתחרות בהפעלת שירותים אוויריים בינלאומיים המוסדרים ע"י הסכם זה.

2. הקיבולת הכוללת שיספקו המובילים המיועדים של הצדדים המתקשרים בשירותים המוסכמים תוסכם בין רשויות התעופה של הצדדים או תאושר על ידיהן לפני תחילת הפעילות, ולאחר מכן בהתאם לדרישות התנועה הצפויות.

3. למובילים האוויריים של כל צד מתקשר תהיה הזדמנות הוגנת ושווה לפעול בכל נתיב מוסכם בין שטחי שני הצדדים המתקשרים.

4. המוביל האווירי של כל צד מתקשר יגיש את לוחות הטיסות החזויים שלו לאישור רשויות התעופה של הצד המתקשר האחר לפחות שלושים (30) ימים לפני הפעלת השירותים המוסכמים. אותו נוהל יחול על כל שינוי בהם.

5. לטיסות נוספות שהמוביל האווירי המיועד של צד מתקשר אחד מבקש להפעיל מחוץ ללוח הזמנים המאושר, אותו מוביל אווירי חייב לבקש אישור מראש מרשויות התעופה של הצד המתקשר האחר. בקשות כאמור יוגשו כרגיל לפחות ארבעה (4) ימים לפני הפעלת טיסות כאמור.

סעיף 6

הסדרי שיתוף קודים/שיתוף פעולה

1. בהפעילו או בהציעו את השירותים המורשים בנתיבים המוסכמים, כל מוביל אווירי של צד מתקשר אחד רשאי להתקשר בהסדרי שיווק שיתופיים כגון blocked-space או שיתוף קודים עם:

א) מוביל אווירי או מובילים אוויריים של צד מתקשר ;

ב) מוביל אווירי או מובילים אוויריים של צד שלישי.

2. ההוראה הנ"ל כפופה לתנאי שכל המובילים האוויריים בהסדרים כאמור:

א) מחזיקים בהיתר מתאים.

ב) עומדים בדרישות החלות כרגיל על הסדרים כאמור.

ג) בזיקה לכל כרטיס שנמכר, יודיעו לרוכש בנקודת המכירה איזה מוביל אווירי יפעיל כל קטע של השירות.

סעיף 7

החלת חוקים ותקנות

1. החוקים והתקנות הלאומיים של צד מתקשר אחד, המתייחסים לכניסתם לשטחו, לטיסה בתוכו או ליציאתם ממנו של כלי הטיס של המוביל(ים) האווירי(ים) המיועד(ים) העוסקים בתעבורה אווירית בינלאומית, או להפעלה או לטיסה של כלי טיס כאמור בהיותו בשטחו, יחולו על כלי הטיס של המוביל(ים) האווירי(ים) המיועד(ים) של הצד המתקשר האחר ויקוימו ע"י כלי טיס כאמור עם כניסתם לשטח אותו צד מתקשר אחר, שהותם בו או יציאתם ממנו.

2. חוקיו ותקנותיו של צד מתקשר אחד, המתייחסים לכניסתם לשטחו, שהותם בו ויציאתם ממנו של נוסעים, כבודה, צוות, מטען או דואר, כגון חוקים ותקנות המתייחסים לכניסה, יציאה, הגירה, עזיבה, דרכונים וכן אמצעי מכס ובריאות או אמצעים סניטריים יחולו על נוסעים, כבודה, צוות, מטען ודואר המובלים על ידי כלי הטיס של המוביל(ים) האווירי(ים) המיועד(ים) של הצד המתקשר האחר עם כניסתם לשטח הצד המתקשר הראשון או יציאתם ממנו או בעת שהותם בו.

3. באופן כללי, בהחלת חוקים ותקנות שבתוקף, צד מתקשר לא ייתן העדפה למוביל האווירי שלו או לכל מוביל אווירי אחר על פני מוביל אווירי מיועד של הצד האחר העוסק בשירותי אוויר בינלאומיים דומים.

סעיף 8

מעבר ישיר

נוסעים, כבודה ומטען במעבר ישיר דרך שטח צד מתקשר ושאינם עוזבים את שטח נמל התעופה השמור למטרה זו, יהיו כפופים לביקורת מפושטת. נוסעים, כבודה ומטען במעבר ישיר דרך שטח צד מתקשר ושאינם עוזבים את שטח נמל התעופה השמור למטרה זו יהיו כפופים לביקורת נוספת מטעמי ביטחון התעופה, פיקוח על סמים, מניעת כניסה לא חוקית או בנסיבות מיוחדות.

סעיף 9

היטלי משתמש

1. צד מתקשר לא יטיל ולא יתיר להטיל על המוביל האווירי של הצד האחר היטלי משתמש גבוהים מאלה המוטלים על המובילים האוויריים שלו המפעילים שירותי אוויר בינלאומיים דומים.

2. כל צד מתקשר יעודד התייעצויות בדבר היטלי משתמש בין רשות הגבייה המוסמכת שלו לבין המובילים האוויריים המשתמשים בשירותים ובמתקנים שמספקות רשויות גבייה אלה, מקום שמעשי, באמצעות הארגונים המייצגים של המובילים האוויריים. יש לתת למשתמשים כאמור הודעה סבירה על כל הצעה לשינויים בהיטלי משתמשים על מנת לאפשר להם להביע את דעתם לפני ביצוע השינויים. כן יעודד כל צד מתקשר את רשות הגבייה המוסמכת שלו ואת המשתמשים האמורים להחליף מידע מתאים בנוגע להיטלי משתמש.

סעיף 10

תעריפים

1. לא תהיה דרישה להגשה של תעריפים שגובים מובילים אוויריים, או לאישור, על ידי צד מתקשר.

2. על אף הוראות ס"ק 1 לסעיף זה, כל צד מתקשר רשאי לדרוש מידע על תעריפים שמציע המוביל האווירי שלו, או המובילים) האווירי(ים) המיועד(ים) של הצד המתקשר האחר להובלה אל או משטחו.

3. בלי לחגביל את ההחלה של תחרות כללית ודיני צרכנות אצל כל צד מתקשר, כל צד מתקשר רשאי ליזום התייעצויות, בהתאם להוראות המפורטות בסעיף 19 (התייעצויות ותיקונים) להסכם הנוכחי, כדי:

(א) למנוע תעריפים או נהגים מפלים באופן בלתי סביר;

(ב) להגן על צרכנים מפני מחירים גבוהים או מגבילים באופן בלתי סביר בשל ניצול לרעה של עמדת שליטה או בשל נהגים מתואמים בין מובילים אוויריים; וכן

(ג) להגן על מובילים אוויריים מפני תעריפים נמוכים באופן מלאכותי בגלל סובסידיה או תמיכה ממשלתית ישירה או עקיפה.

סעיף 11

חילופי מידע

רשויות התעופה של כל צד מתקשר ימסרו לרשויות התעופה של הצד המתקשר האחר, לפי בקשה, מידע הנוגע לתנועה המובלת בשירותים המוסכמים על-ידי כל אחד מהמובילים) האוויריים). מידע כאמור יכלול סטטיסטיקה ומידע אחר הנדרש בקביעת כמות התנועה המובלת על ידי מובילים אוויריים אלה בשירותים המוסכמים.

סעיף 12

הכרה בתעודות וברישיונות

1. כל צד מתקשר יכיר כתקפים בתעודות כושר אווירי, תעודות כשירות ורישיונות שהונפקו או קיבלו תוקף בהתאם לחוקים ולתקנות של צד מתקשר אחד ועודם בתוקף, כתקפים ע"י הצד המתקשר האחר למטרות הפעלת הנתיבים המפורטים, ובלבד שהדרישות שלפיהן תעודות או רישיונות כאמור הונפקו או קיבלו תוקף יהיו לפחות שוות לתקני המינימום שניתן לקבוע בהתאם לאמנה.

2. אם הזכויות או התנאים של הרישיונות או התעודות הנזכרים בס"ק 1 לעיל, שמנפיקות רשויות התעופה של צד מתקשר אחד לכל אדם או מוביל אווירי מיועד או בזיקה לכלי טיס המשמש בהפעלת השירותים המוסכמים, מתירים סטייה מתקני המינימום שנקבעו לפי האמנה, וסטייה זו הוגשה לארגון הבינלאומי לתעופה אזרחית (ICAO), הצד האחר רשאי לבקש התייעצויות בין רשויות התעופה כדי להבהיר את הנוהג הנדון.

3. עם זאת, כל צד מתקשר שומר על הזכות לסרב להכיר, למטרות טיסות מעל לשטחו או נחיתה בו, בתעודות הכשירות וברישיונות המוענקים לאזרחיו ע"י הצד המתקשר האחר.

סעיף 13

בטיחות אווירית

1. כל צד מתקשר רשאי לבקש התייעצויות בנוגע לתקני בטיחות שמקיים הצד המתקשר האחר ביחס למתקני תעופה, צוות אוויר, כלי טיס והפעלתם. התייעצויות כאמור יתקיימו בתוך שלושים (30) ימים מתאריך אותה בקשה.

2. אם, בעקבות התייעצויות כאמור, מוצא צד מתקשר אחד כי חצד המתקשר האחר אינו מקיים ומנהל בפועל תקני בטיחות הנזכרים בס"ק 1 לסעיף זה השווים לפחות לתקני המינימום שנקבעו באותה עת בהתאם לאמנה, הצד המתקשר הראשון יודיע לצד מתקשר האחר על ממצאים אלה ועל הצעדים הנחשבים לנחוצים

להתאמה לתקני מינימום אלה שנקבעו באותה עת בהתאם לאמנה, והצד המתקשר האחר ינקוט פעולה מתקנת מתאימה. לא נקט הצד המתקשר האחר פעולה מתקנת מתאימה, בתוך חמישה עשר (15) ימים או פרק זמן ארוך יותר ככל שיוסכם, תהיה זו עילה להחלת תת-ס"ק (ה) לס"ק 1 לסעיף 4 (התלייה, שלילה, השעייה או הגבלה של היתרי הפעלה) להסכם זה.

3. בהתאם לסעיף 16 לאמנה, מוסכם עוד כי כל כלי טיס המופעל ע"י מוביל אווירי של צד מתקשר אחד, או בהסכם חכירה, מטעם המוביל האווירי או המובילים האוויריים של צד מתקשר אחד בשירות אל שטחו של הצד המתקשר האחר או ממנו ניתן, בעודו בשטחו של הצד המתקשר האחר, להפוך לנושא לחיפוש של הנציגים המוסמכים של הצד המתקשר האחר, בכלי הטיס וסביבו כדי לבדוק הן את תוקפם של מסמכי כלי הטיס והן את אלה של אנשי הצוות שלו ואת מצבם הנראה של כלי הטיס וציודו (ייקרא בסעיף זה "ביקורת כבש"), ובלבד שהדבר אינו מוביל לעיכוב בלתי סביר.

4. אם ביקורת כבש או סדרה של ביקורות כבש כאמור מולידות:

(א) חששות כבדים כי כלי טיס או ההפעלה של כלי טיס אינם עומדים בתקני המינימום שנקבעו באותה עת בהתאם לאמנה; או

(ב) חששות כבדים כי קיים חסר בתחזוקה וניהול יעילים של תקני בטיחות שנקבעו באותה עת בהתאם לאמנה;

5. הצד המתקשר העורך את הביקורת יהיה, לעניין סעיף 33 לאמנה, חופשי להגיע למסקנה שהדרישות לפיהן התעודה או הרישיונות ביחס לאותו כלי טיס או ביחס לאנשי צוותו של אותו כלי טיס הונפקו או קיבלו תוקף, או שדרישות לפיהן מופעל כלי טיס זה, אינן שוות ערך לתקני המינימום שנקבעו בהתאם לאמנה או עולות עליהם.

6. במקרה שגישה לצורך עריכת ביקורת כבש בכלי טיס המופעל על ידי המוביל האווירי או המובילים האוויריים של צד מתקשר אחד בהתאם לס"ק 3 לסעיף זה לעיל נדחית על ידי נציג של אותו מוביל אווירי או אותם מובילים אוויריים, הצד המתקשר האחר יהיה חופשי להסיק כי מתעוררים חששות כבדים מהסוג הנזכר בס"ק 4 לסעיף זה לעיל ולהסיק את המסקנות הנזכרות באותו ס"ק.

7. כל צד מתקשר שומר על הזכות להשעות או לשנות את היתר ההפעלה של מוביל אווירי או מובילים אוויריים של הצד המתקשר האחר באופן מידי במקרה שהצד המתקשר הראשון הסיק, כתוצאה מביקורת כבש, סדרה של בדיקות כבש, מניעת גישה לביקורת כבש, התייעצות או סיבה אחרת, כי פעולה מיידית היא חיונית לבטיחות פעולתו של מוביל אווירי.

8. כל פעולה של צד מתקשר אחד בהתאם לס"ק 2 או 6 לסעיף זה לעיל תופסק ברגע שהבסיס לנקיטת אותה פעולה יחדל להתקיים.

סעיף 14

ביטחון התעופה

1. בהתאם לזכויותיהם ולהתחייבויותיהם לפי המשפט הבינלאומי, הצדדים המתקשרים שבים ונותנים תוקף לכך שמחויבותם החדדית להגן על בטחון התעופה האזרחית מפני מעשים של התערבות בלתי-חוקית מהווה חלק בלתי נפרד מהסכם זה. בלי להגביל את כלליות זכויותיהם והתחייבויותיהם לפי המשפט הבינלאומי, הצדדים המתקשרים יפעלו במיוחד בהתאם להוראות האמנה בדבר עבירות ומעשים מסוימים אחרים המבוצעים בכלי טיס, שנחתמה בטוקיו ביום 14 בספטמבר 1963, האמנה בדבר דיכוי תפיסה בלתי-חוקית של כלי טיס, שנחתמה בהאג ביום 16 בדצמבר 1970, האמנה בדבר דיכוי מעשים בלתי-חוקיים נגד בטיחות התעופה האזרחית, שנחתמה במונטריאול ביום 23 בספטמבר 1971, והפרוטוקול המשלים שלה בדבר דיכוי מעשי אלימות בלתי-חוקיים בנמלי-תעופה המשמשים את התעופה האזרחית הבינלאומית, שנחתם במונטריאול ביום 24 בפברואר 1988, וכן כל אמנה אחרת ופרוטוקול אחר המתייחסים לביטחון התעופה האזרחית אשר שני הצדדים המתקשרים מצייתים להם.

2. הצדדים המתקשרים יעניקו זה לזה לפי בקשה את כל הסיוע חדרוש למניעת מעשים של תפיסה בלתי-חוקית של כלי טיס אזרחיים ומעשים בלתי-חוקיים אחרים נגד בטיחותם של כלי טיס כאמור, נוסעיהם ואנשי צוותם, נמלי אוויר ומתקני ניווט אווירי, וכל איום אחר על ביטחון התעופה האזרחית.

3. במסגרת קשריהם החדדיים, כל צד מתקשר יפעל בהתאם להוראות הביטחון בתעופה שנקבעו ע״י הארגון הבינלאומי לתעופה אזרחית ומיועדים כנספחים לאמנה; במידה שאותן הוראות ביטחון ישימות לגבי הצדדים המתקשרים, הם יחייבו מפעילים של כלי טיס הרשומים אצלם או מפעילי כלי טיס שמקום עסקם הראשי או מושבם הקבוע נמצאים בשטחם, ומפעיליהם של נמלי אוויר שבשטחם, לנהוג בהתאם להוראות ביטחון בתעופה האמורות. כל צד מתקשר יודיע לצד האחר על כל הבדל בין התקנות והנהגים הלאומיים שלו לבין תקני הביטחון בתעופה של הנספחים לאמנה. כל צד מתקשר רשאי לבקש התייעצויות מיידיות עם הצד המתקשר האחר בכל עת כדי לדון בכל הבדל כאמור.

4. כל צד מתקשר מסכים כי ניתן לחייב מפעילי כלי טיס כאמור לקיים את הוראות ביטחון התעופה המוזכרות בס״ק 3 לעיל, כנדרש ע״י הצד האחר לשם כניסה לשטחו של הצד האחר, יציאה ממנו או שהייה בו. כל צד מתקשר יבטיח שיינקטו בפועל אמצעים מתאימים בשטחו כדי להגן על כלי הטיס וכדי לבדוק נוסעים, אנשי צוות, מטעני-יד, כבודה, מטען וצידה לכלי טיס, לפני העלייה או ההטענה ובמהלכן. כל צד מתקשר ישקול גם ברוח אוהדת כל בקשה של הצד המתקשר האחר לגבי אמצעי ביטחון מיוחדים סבירים ולמטרה זו רשויות התעופה של הצדדים המתקשרים יהיו רשאיות לעשות הסדרי יישום ביטחוניים.

5. במקרה של תקרית או איום בתקרית של תפיסה בלתי-חוקית של כלי טיס אזרחיים, או מעשים בלתי-חוקיים אחרים נגד בטיחות כלי טיס, נוסעיהם ואנשי צוותם, נמלי אוויר או מתקני ניווט אווירי כאמור, יסייעו הצדדים המתקשרים זה לזה ע״י הקלת התקשורת ואמצעים מתאימים אחרים המיועדים לשים קץ מהיר ובטוח לתקרית או לאיום בתקרית כאמור.

6. כאשר יש לצד מתקשר עילה סבירה להאמין כי הצד המתקשר האחר חרג מהוראות ביטחון התעופה שבסעיף זה, אותו צד מתקשר רשאי לבקש התייעצויות מיידיות עם הצד המתקשר האחר .

7. בלי לפגוע בסעיף 4 (התחלייה, שלילה, השעייה או הגבלה של היתרי הפעלה) להסכם זה, אי הגעה להסכם מניח את הדעת בתוך חמישה עשר (15) ימים מתאריך הבקשה, תהווה עילה להתלייה, שלילה, השעייה הגבלה או הטלת תנאים על היתרי ההפעלה של המובילים האוויריים של שני הצדדים המתקשרים.

8. כאשר נדרש בגלל איום מיידי וחריג, רשאי צד מתקשר לנקוט בפעולה זמנית לפני תום חמישה עשר (15) ימים.

9. כל פעולה הננקטת בהתאם לס"ק 7 לעיל תבוטל עם עמידתו של הצד המתקשר האחר בהוראות סעיף זה.

סעיף 15

פטור ממכסים וממסים אחרים

1. על בסיס עקרון ההדדיות, כל צד מתקשר יפטור את המוביל האווירי המיועד של הצד המתקשר האחר, במידה המירבית האפשרית לפי הדין הלאומי שלו, מהגבלות ייבוא, היטלי מכס, מסי בלו, אגרות ביקורת והיטלים ואגרות לאומיים אחרים, שאינם מבוססים על עלות השירותים שניתנו עם ההגעה, על כלי טיס, דלק, שמני סיכה, אספקה טכנית מתכלה, חלפים כולל מנועים, ציוד רגיל לכלי טיס, צידה לכלי טיס ופריטים אחרים כגון כרטיסים מודפסים, שטרי מטען, וכל חומר מודפס הנושא את סמלי החברה מודפסים עליו וחומר פרסומי רגיל המחולק חינם ע"י אותו מוביל אווירי מיועד ומיועד לשימוש או משמש אך ורק בזיקה להפעלתם או לשירותם של כלי טיס של המוביל האווירי המיועד של צד מתקשר אחר כאמור המפעיל את השירותים המוסכמים.

2. הפטורים המוענקים ע"י סעיף זה יחולו על הפריטים הנזכרים בס"ק 1:

א) שהוכנסו לשטח צד מתקשר אחד ע"י המוביל האווירי המיועד של הצד המתקשר האחר או מטעמו;

ב) שהוחזקו בכלי טיס של המוביל האווירי המיועד של צד מתקשר אחד בהגיעו לשטח הצד המתקשר האחר או בצאתו ממנו; או

ג) שהועלו לכלי טיס של המוביל האווירי המיועד של צד מתקשר אחד בשטח הצד המתקשר האחר ונועדו לשימוש בהפעלת השירותים המוסכמים;

בין אם נעשה בפריטים אלה שימוש או שנצרכו בשלמותם או בחלקם בשטח הצד המעניק את הפטור, ובין אם לאו, ובלבד שהבעלות על פריטים כאמור לא הועברה בשטח הצד האמור.

3. חומרים ואספקה הנזכרים בתת-ס"ק (א), (ב) ו-(ג) לס"ק 2 לסעיף זה, עשויים לחיות כפופים למעקב או לפיקוח המכס, של שני הצדדים המתקשרים.

4. כבודה ומטען במעבר ישיר פטורים ממכס וממסים דומים אחרים, בתנאי שיהיו תחת מעקב או פיקוח על המכס.

5. את הציוד המוטס הרגיל, וכן החומרים והאספקה המוחזקים בדרך כלל בכלי טיס של מוביל אווירי מיועד של צד אחד, ניתן לפרוק בשטחו של הצד האחר רק באישור רשויות המכס של צד זה. במקרה כאמור, הם יושמו תחת פיקוח של הרשויות האמורות עד למועד, ייצואם מחדש או עד שייעשה בהם אחרת בהתאם לתקנות המכס.

סעיף 16

מיסוי

1. רווחים או הכנסות מהפעלה של כלי הטיס בתעבורה בינלאומית הנצמחים למוביל אווירי של צד אחד, כולל השתתפות בהסכמים מסחריים בין מובילים אוויריים או ביוזמות עסקיות משותפות, יהיו פטורים מכל מס על רווחים או הכנסה שמטילה ממשלת הצד המתקשר האחר.

2. הון ונכסים של מוביל אווירי של צד אחד הקשורים לניצול ו/או פעולה של כלי טיס בתחבורה בינלאומית, יהיו פטורים מכל מס על הון ועל נכסים שמטילה ממשלת הצד המתקשר האחר.

3. רווחים מהעברת כלי טיס המופעלים בתעבורה בינלאומית ומיטלטלין השייכים להפעלתם של כלי טיס כאמור ע"י מוביל אווירי של צד אחד, יהיו פטורים מכל מס על רווחים שמטילה ממשלת הצד המתקשר האחר.

4. מקום שקיים הסכם מיוחד בדבר מניעת מסי כפל בין הצדדים המתקשרים, הוראות האחרון יכריעו.

סעיף 17

פעילויות מסחריות

1. בהתאם לחוקים ולתקנות של הצד המתקשר האחר, למוביל(ים) האווירי(ים) המיועד(ים) של צד מתקשר אחד תהיה הזכות :

(א) ביחס לכניסה, ישיבה ותעסוקה, להביא ולהחזיק בשטח הצד המתקשר האחר סגל ניהול וסגל מומחה אחר, ציוד משרדי וציוד קשור אחר וחומרי קידום מכירות הנדרשים להפעלת שירותי אוויר בינלאומיים ;

(ב) להעסיק כוח אדם טכני, מינהלי ומסחרי מקרב אזרחיו, בכפוף לחוקים ולתקנות שבתוקף במדינה שבה יועסקו עובדים אלה ;

(ג) להשתמש בשירותי כוח אדם של כל ארגון, חברה או מוביל אווירי אחרים הפועלים בשטחו של הצד המתקשר האחר;

(ד) להקים משרדים בשטח הצד המתקשר האחר, לשם אספקה, קידום ומכירה של שירותי אוויר;

(ה) למכור ולשווק שירותי תובלה אווירית בינלאומיים בשטח אותו צד מתקשר אחר, במישרין, ולשיקול דעתו, באמצעות סוכניו או מתווכים אחרים, במטבע מקומי או במטבעות הניתנים להמרה חופשית של מדינות אחרות;

(ו) לשלם תמורת הוצאות מקומיות, כולל רכישת דלק, בשטח הצד האחר במטבע מקומי. לשיקול דעתם, המובילים האוויריים של כל צד מתקשר רשאים לשלם תמורת הוצאות כאמור בשטח הצד המתקשר האחר במטבעות הניתנים להמרה חופשית בהתאם לתקנות המטבע המקומיות.

2. הנציגים ואנשי הסגל יהיו כפופים לחוקים ותקנות שבתוקף אצל הצד המתקשר האחר, ובהתאם לחוקים ולתקנות האמורים:

א) כל צד מתקשר, על בסיס הדדיות ותוך עיכוב מזערי, יעניק את היתרי ההעסקה הנחוצים, אשרות מבקרים או מסמכים דומים אחרים לנציגים ולאנשי הסגל הנזכרים בס"ק 1 לסעיף זה; וכן

ב) שני הצדדים המתקשרים יקדמו ויזרזו את הדרישה להיתרי העסקה עבור אנשי סגל המבצעים תפקידים זמניים מסוימים במשך לא יותר מתשעים (90) ימים.

3. כל צד מתקשר יעניק למובילים האוויריים של הצד המתקשר האחר את הזכות להמיר ולהעביר לחו"ל, לפי בקשה, את כל ההכנסות המקומיות ממכירת שירותי תובלה אווירית, מעבר לסכומים ששולמו באופן מקומי. וההמרה וההעברה יותרו מיידית לפי שער החליפין החל במועד הבקשה להמרה והעברה.

4. ההמרה וההחזרה של הכנסות כאמור יותרו בהתאם לחוקים ולתקנות בני ההחלה, ואינם כפופים להיטלים מינהליים או להיטלי חליפין כלשהם למעט אלה שבנקים מטילים כרגיל על ביצוע המרה והחזרה כאמור.

5. הוראות סעיף זה אינן פוטרות את המובילים האוויריים של שני הצדדים המתקשרים ממכסים, מסים ותרומות שהם כפופים להם.

סעיף 18

חכירה

1. כל צד מתקשר רשאי למנוע את השימוש בכלי טיס חכורים בשירותים לפי הסכם זה, אשר אינם מצייתים לסעיף 13 (בטיחות אווירית) וסעיף 14 (ביטחון התעופה) להסכם זה.

2. בכפוף לס"ק 1 לעיל, המובילים האוויריים המיועדים של כל צד מתקשר רשאים לספק שירותים לפי הסכם זה ע"י שימוש בכלי טיס חכורים העומדים בדרישות סעיף 13 (בטיחות אווירית) וסעיף 14 (ביטחון התעופה) להסכם זה.

סעיף 19

התייעצויות ותיקונים

1. ברוח שיתוף הפעולה ההדוק, רשויות התעופה של הצדדים המתקשרים ייוועצו אלה באלה מעת לעת במגמה להבטיח את היישום, והציות המשביע רצון, של הוראות הסכם זה והנספח המצורף אליו ויתייעצו במקרה הצורך כדי לאפשר תיקון להסכם זה או לנספח.

2. כל צד מתקשר רשאי לבקש התייעצויות כאמור, אשר יהיו בדיונים או בתכתובת. ההתייעצויות יתחילו בתוך תקופה של 30 (שלושים) ימים מהתאריך שבו קיבל הצד המתקשר האחר בקשה בכתב, אלא אם כן הצדדים המתקשרים הסכימו אחרת .

3. ניתן לתקן הסכם זה בהסכמה הדדית של הצדדים המתקשרים.

4. כל תיקון בהסכם זה, להוציא תיקונים בנספח, ייכנס לתוקף בהתאם לנהלים המפורטים בסעיף 24 להסכם זה.

5. ניתן לעשות כל תיקון לנספח בהסכמה בכתב בין רשויות התעופה של הצדדים המתקשרים.

סעיף 20

הסכמים רב-צדדיים

אם שני הצדדים המתקשרים הופכים צדדים להסכם רב-צדדי העוסק בעניינים המכוסים ע"י הסכם זה, הם יתייעצו במגמה לקבוע אם יש לתקן את ההסכם הנוכחי כדי שיביא בחשבון את ההסכם הרב-צדדי.

סעיף 21

יישוב מחלוקות

1. התעוררה מחלוקת כלשהי בין הצדדים המתקשרים בעניין פרשנותו או יישומו של הסכם זה, הצדדים המתקשרים ישתדלו תחילה ליישב את המחלוקת ביניהם במשא-ומתן בין רשויות התעופה של מדינותיהם של שני הצדדים המתקשרים.

2. לא עלה בידי רשויות התעופה האמורות להגיע להסדר במשא-ומתן, הצדדים המתקשרים ישתדלו ליישב את המחלוקת בצינורות הדיפלומטיים.

3. לא עלה בידי הצדדים המתקשרים להגיע להסדר באמצעות ס"ק (1) ו-(2) לעיל, צד רשאי להביא את המחלוקת בפני בית דין לבוררות ובו שלושה בוררים, אחד שימונה ע"י כל צד מתקשר ובורר שלישי שישמש כיו"ר בית הדין, בהסכמת שני הצדדים המתקשרים, ובלבד שבורר כאמור לא יהיה אזרח של צד ויהיה אזרח של מדינה שיש לה יחסים דיפלומטיים עם כל אחד מהצדדים המתקשרים במועד המינוי.

כל צד מתקשר ימנה את הבורר שלו בתוך תקופה של שישים (60) יום מתאריך קבלתה, בצינורות הדיפלומטיים, של הודעה על בוררות. היו"ר ימונה בתוך תקופה נוספת של שישים (60) ימים אחרי מינוי הבורר ע"י כל אחד מהצדדים המתקשרים.

לא עלה בידי צד למנות את הבורר שלו בתוך התקופה שנקבעה, או במקרה שהבוררים הנבחרים אינם מסכימים על בחירת היו"ר בתוך התקופה הנזכרת, כל צד מתקשר רשאי לבקש מנשיא מועצת ICAO למנות את היו"ר או את הבורר שייצג את הצד המתקשר שכשל, לפי המקרה .

4. במקרה של היעדרות או אי-כשירות של נשיא ,ICAO סגן-הנשיא או חבר בכיר של מועצת ,ICAO שאינו אזרח של צד, והוא אזרח של מדינה שיש לה יחסים דיפלומטיים עם כל אחד מהצדדים המתקשרים במועד המינוי, לפי המקרה, יחליף את נשיא ICAO במילוי חובותיו כבורר, כנזכר בס"ק (3) לסעיף זה

5. בית הדין לבוררות יקבע את סדרי הנוהל שלו ואת מקום הבוררות בכפוף להוראות המוסכמות בין הצדדים המתקשרים .

6. החלטות בית הדין לבוררות יתקבלו ברוב קולות של הבוררים ויהיו מנומקות. החלטות בית הדין לבוררות יהיו סופיות ויחייבו את הצדדים המתקשרים למחלוקת.

7. לא מילאו צד מתקשר או המוביל האווירי המיועד של צד מתקשר אחר התחלטה שניתנה לפי ס"ק (6) לסעיף זה, הצד המתקשר האחר רשאי להגביל, להשעות או לשלול כל זכות או זכות יתר שהוענקו מכוח הסכם זה לצד המתקשר המשתמט.

8. כל צד מתקשר יישא בהוצאות הבורר שלו. הוצאות היו"ר, כולל שכרו וכל הוצאה שנגרמה ל ICAO-בזיקה למינוי היו"ר ו/או הבורר של הצד המשתמט כנזכר בס"ק (3) לסעיף זה, יתחלקו באופן שווה ע"י הצדדים המתקשרים.

9. עד התגשה לבוררות ולאחר מכן עד שבית הדין לבוררות ימסור את פסיקתו, הצדדים המתקשרים, להוציא במקרה של סיום, ימשיכו לבצע את התחייבויותיהם לפי הסכם זה בלי לפגוע בהתאמה סופית בהתאם לפסיקה האמורה.

סעיף 22

סיום ההסכם

כל צד מתקשר רשאי בכל עת למסור הודעה בכתב, בצינורות הדיפלומטיים, לצד האחר על החלטתו להביא הסכם זה לידי סיום. הודעה כאמור תימסר בו בזמן לארגון הבינלאומי לתעופה אזרחית. במקרה כאמור הסכם זה יגיע לסיומו שנים עשר (12) חודשים מתאריך קבלת ההודעה ע"י הצד המתקשר האחר, או אחרי כל פרק זמן קצר יותר המוסכם על שני הצדדים המתקשרים, אלא אם כן ההודעה על סיום נמשכת בהסכמה לפני תום פרק זמן זה. בהעדר אישור קבלה ע"י הצד האחר, תיחשב ההודעה כאילו התקבלה ארבעה עשר (14) ימים אחרי קבלת ההודעה ע"י הארגון הבינלאומי לתעופה אזרחית.

סעיף 23

רישום ההסכם

הסכם זה וכל תיקון עתידי בו יירשמו ע"י הצדדים אצל הארגון הבינלאומי לתעופה אזרחית.

סעיף 24

כניסה לתוקף

הסכם זה ייכנס לתוקף בתאריך קבלת השנייה מבין האיגרות הדיפלומטיות שבה מצוין כי כל הנהלים הפנימיים הדרושים הושלמו ע"י שני הצדדים המתקשרים.

לראיה, מיופי הכוח החתומים מטה, שהוסמכו לכך כדין איש ע"י ממשלתו, חתמו על הסכם זה.

נעשה בירושלים ביום אי בשבט התשע"ט (לפי הלוח העברי) שהוא יום 7 בינואר 2019 לפי הלוח הגריגוריאני, ב-2 עותקים מהימנים, בשפות עברית ואנגלית, ולשני הנוסחים דין מקור שווה .

במקרה של הבדלי פרשנות, יכריע הנוסח האנגלי.

בשם ממשלת הרפובליקה של רואנדה

בשם ממשלת מדינת ישראל

נספח

I. נתיבים שיופעלו ע"י המובילים האוויריים המיועדים של ישראל

נקודות בישראל: מכל נקודה או נקודות

נקודות ביניים: דרך כל נקודה או נקודות

נקודות ברואנדה: כל נקודה או נקודות

נקודות שמעבר: לכל נקודה או נקודות

II. נתיבים שיופעלו ע"י המובילים האוויריים המיועדים של רואנדה

נקודות ברואנדה: מכל נקודה או נקודות

נקודות ביניים: דרך כל נקודה או נקודות

נקודות בישראל: לכל נקודה או נקודות

נקודות שמעבר: לכל נקודה או נקודות

הערה: כל נקודה וכל נקודת ביניים ו/או נקודה שמעבר בנתיבים המפורטים ניתן להשמיט, לפי שיקול דעתו של כל מוביל אווירי, בכל טיסה או בכל הטיסות.

זכותו של המוביל האווירי המיועד של צד מתקשר אחד להפעיל טיסות להובלת נוסעים, כבודה, מטען ודואר בין נקודות בשטח הצד האחר ונקודות בשטח מדינות שלישיות (זכויות טיס לפי החופש ה-5) תהיה כפופה להסכם נפרד בין רשויות התעופה של הצדדים.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida nº 024/01 ryo ku wa 31/01/2020 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Leta ya Isirayeli ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Yerusalemu, ku wa 07 Mutarama 2019

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Presidential Order nº 024/01 of 31/01/2020 ratifying the Air Services Agreement between the Government of the Republic of Rwanda and the Government of the State of Israel, done at Jerusalem, on 07th January 2019

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à l'Arrêté Présidentiel nº 024/01 du31/01/2020 ratifiant l'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de l'État d'Israël, fait à Jérusalem, le 07 janvier 2019

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA Nº 025/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA Y'UBWAMI BWA *MAROC* AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I KIGALI, KU WA 19 UKWAKIRA 2016

PRESIDENTIAL ORDER Nº 025/01 OF 31/01/2020 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE KINGDOM OF MOROCCO, DONE AT KIGALI, ON 19TH OCTOBER 2016

ARRÊTÉ PRÉSIDENTIEL Nº 025/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU ROYAUME DU MAROC, FAIT À KIGALI, LE 19 OCTOBRE 2016

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Twebwe, KAGAME Paul,
Perezida wa Repubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;

Dushingiye ku Itegeko n° 53/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma y'Ubwami bwa *Maroc* ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Kigali mu Rwanda, ku wa 19 Ukwakira 2016;

Tumaze kubona Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma y'Ubwami bwa *Maroc* ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Kigali, ku wa 19 Ukwakira 2016;

Bisabwe na Minisitiri w'Ibikorwa Remezo;

PRESIDENTIAL ORDER Nº 025/01 OF 31/01/2020 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE KINGDOM OF MOROCCO, DONE AT KIGALI, ON 19 OCTOBER 2016

We, KAGAME Paul,
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;

Pursuant to Law n° 53/2019 of 25/10/2019. approving the ratification of the Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Kingdom of Morocco, done at Kigali, Rwanda, on 19 October 2016;

Considering the Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Kingdom of Morocco, done at Kigali, on 19th October 2016;

On proposal by the Minister of Infrastructure;

ARRÊTÉ PRÉSIDENTIEL Nº 025/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU ROYAUME DU MAROC, FAIT À KIGALI, LE 19 OCTOBRE 2016

Nous, KAGAME Paul,
Président de la République;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;

Vu la Loi n° 53/2019 du 25/10/2019 approuvant la ratification de l'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Royaume du Maroc, fait à Kigali au Rwanda, le 19 octobre 2016;

Considérant l'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Royaume du Maroc, fait à Kigali, le 19 octobre 2016;

Sur proposition du Ministre des Infrastructures;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE:

Ingingo ya mbere: Kwemeza burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma y'Ubwami bwa *Maroc* ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Kigali, ku wa 19 Ukwakira 2016, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

After consideration and approval by the Cabinet;

HAVE ORDERED AND ORDER:

Article One: Ratification

The Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Kingdom of Morocco, done at Kigali, on 19th October 2016, annexed to this Order, is ratified and becomes fully effective.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.

Article 3: Commencement

This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Après examen et adoption par le Conseil des Ministres;

AVONS ARRÊTÉ ET ARRÊTONS:

Article premier: Ratification

L'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Royaume du Maroc, fait à Kigali, le 19 octobre 2016, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

Article 2: Autorités chargées de l'exécution du présent arrêté

Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.

Article 3: Entrée en vigueur

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA Nº 025/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA Y'UBWAMI BWA *MAROC* AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I KIGALI KU WA 19 UKWAKIRA 2016

ANNEX TO PRESIDENTIAL ORDER Nº 025/01 OF 31/01/2020 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE KINGDOM OF MOROCCO, DONE AT KIGALI, ON 19TH OCTOBER 2016

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL Nº 025/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU ROYAUME DU MAROC, FAIT À KIGALI, LE 19 OCTOBRE 2016

AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF THE KINGDOM OF MOROCCO

The Government of the Republic of Rwanda and the Government of the Kingdom of Morocco hereinafter referred to as the "Contracting Parties";

Desiring to promote an international aviation system based on competition among airlines;

Desiring to favour the rise of international air transport, by putting air transport networks which are able to provide air services to meet the needs of the travelling and shipping public;

Desiring to make it possible for airlines to offer the travelling and shipping public competitive prices and services in open markets;

Desiring to ensure the highest degree of safety and security in international air transport, and reaffirming their profound concern about acts and threats against the safety of civil aviation, which jeopardise the safety of persons or property, adversely affect the operation of air transportation, and undermine public confidence in the security of civil aviation;

Being Parties to the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944;

Have agreed as follows:

ARTICLE 1
DEFINITIONS

For the purposes of this Agreement, unless otherwise stated, the term:

(a) "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944, and includes any Annex thereto adopted under Article 90 of that Convention, and any amendment to the Convention or its Annexes adopted under Articles 90 and 94 of the Convention, insofar as such Annexes and amendments have become effective for both Contracting Parties;

(b) "Agreement" means this Agreement, its Annexes and any amendments thereto;

(c) "aeronautical authorities" means:

(i) in the case of the Republic of Rwanda, the Minister in charge of civil aviation; and
(ii) in the case of the Kingdom of Morocco, the Minister responsible for civil aviation;
or in both cases, any person or body authorised to perform functions at present exercisable by the above-mentioned authorities or similar functions;

(d) "agreed services" means the air services established on the specified routes pursuant to the Annex to the present Agreement;

(e) "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;

(f) "designated airline" means an airline or airlines designated by one Contracting Party and authorised by the other Contracting Party in accordance with Article 3 of this Agreement;

(g) "Aircraft equipments", "stores", and "spare parts" have the meaning respectively assigned to them in Annex 9 of the Convention;

(h) "specified routes" means routes specified in the Annex to the present Agreement;

(i) "tariffs" means the prices to be paid for the carriage of passengers, baggage, cargo and the conditions under which these prices apply, including prices, commissions and conditions of agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail;

(j) "territory" means in relation to a State the land areas, internal waters, and territorial seas adjacent thereto under the sovereignty of such State.

(k) "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.

For the avoidance of doubt, all references to the singular shall include the plural, and all references to the plural shall include the singular.

ARTICLE 2
GRANT OF TRAFFIC RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the conduct of international air services on the specified routes.

2. Subject to the provisions of the present Agreement, the designated airlines of each Contracting Party, during the conduct of international air services, 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 said territory, at the points specified for that route in the Annex to this Agreement, for the purpose of putting down and taking on international traffic in passengers, cargo and mail, separately or in

combination carried for compensation and destined for another point in the territory of that other Contracting Party or in the territory of a third state; and

(d) any rights otherwise specified in this Agreement.

3. 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 (a) and (b) of paragraph 2 of this Article. That airline shall be required to meet other conditions prescribed under the laws and regulations normally applied to the operation of the international air transport services by the Contracting Party considering the application.

4. Nothing in this Article shall be deemed to confer on the airline(s) of one Contracting Party the rights to take on board, in the territory of the other Contracting Party, passengers, their baggage, cargo, or mail carried for compensation and destined for another point in the territory of that other Contracting Party.

ARTICLE 3
DESIGNATION AND AUTHORISATION

1. Each Contracting Party has the right to designate one or more airlines as it wishes for the purpose of operating the agreed services on the specified routes, and to withdraw or alter such designations. Such designations shall be transmitted to the other Contracting Party in writing and shall specify whether the airline is authorised to conduct the type of air services on the specified routes.

2. On receipt of such a designation, and of application from the designated airline, in the form and manner prescribed for operating authorisation, the other Contracting Party shall grant the appropriate authorisations with minimum procedural delay, provided that:

(a) substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline, nationals of that Contracting Party, or both;

(b) the designated airline is the holder of an air operator certificate or any other equivalent document which is valid in accordance with the laws and regulations in force in the Contracting Party designating the airline;

(c) the Contracting Party designating the airline has and maintains effective regulatory control of that airline;

(d) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of air services by the Contracting Party considering the application(s); and

(e) the Contracting Party designating the airline is maintaining and administering the standards set forth in Article 12 (Air Safety) and Article 13 (Aviation Security).

ARTICLE 4
WITHHOLDING, REVOCATION, SUSPENSION, OR LIMITATION OF OPERATING AUTHORISATIONS

1. Each Contracting Party shall have the right to withhold, revoke, suspend, limit or impose conditions on the operating authorisations of an airline designated by the other Contracting Party where:

(a) substantial ownership and effective control of that airline are not vested in the other Contracting Party, that other Contracting Party's nationals, or both;

(b) the designated airline does not hold an air operator certificate or any other equivalent document which is valid in accordance with the laws and regulations in force of the Contracting Party designating the airline;

(c) the Contracting Party designating the airline does not have effective regulatory control of that airline;

(d) the designated airline has failed to meet any condition prescribed under the laws and regulations normally applied to the operation of international air services by the Contracting Party considering the application or applications; or

(e) the designated airline has failed to comply with the provisions set forth in Article 12 (Air Safety) and Article 13 (Aviation Security).

2. Unless immediate measures are essential to prevent further non-compliance with subparagraphs (c) or (d) of paragraph 1 of this Article, the rights established by this Article shall be exercised only after consultations with the Contracting Party designating the airline, in accordance with the provisions set forth in Article 18 (Consultations and Amendments) of the present Agreement.

ARTICLE 5
FAIR COMPETITION AND OPERATION OF AIR SERVICES

1. Each Contracting Party shall provide to all the designated airlines of both Contracting Parties fair and equal opportunity to compete in operating international air services governed by this Agreement.

2. Each Contracting Party shall allow each designated airline(s) to determine the frequency and capacity of the international air service it offers based on commercial considerations of the marketplace.

3. Consistent with this right, neither Contracting Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designed airlines of the other Contracting Party, except as may be required for customs, technical, operational, or environmental reasons, consistent with Article 15 of the Convention.

4. Neither Contracting Party shall require the filing of schedules, programs for non-scheduled flights, or operational plans by the designated airlines of the other Contracting Party for approval, except as may be required on a non-discriminatory basis to enforce uniform conditions as foreseen by paragraph (2) of this Article. If a Contracting Party requires filings for information purposes, it shall minimise the administrative burdens of such filing requirements and procedures on air transport intermediaries and on designated airlines of the other Contracting Party.

ARTICLE 6
APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party relating to admission to, flight within or departure from its territory of an aircraft of its designated airline(s) engaged in international air navigation, or to the operation or navigation of such aircraft while within its territory, shall apply to the aircraft of designated airline(s) of the other Contracting Party and shall be complied with by such aircraft upon entering or departing from or while within the territory of that Contracting Party.

2. The laws and regulations of one Contracting Party relating to entry into, stay in, or departure from its territory of passengers, baggage, crew, cargo or mail, such as laws and regulations relating to entry, exit, emigration, immigration, passports as well as customs and health or sanitary measures, shall apply to passengers, baggage, crew, cargo and mail carried by the aircraft of the designated airline(s) of the other Contracting Party upon entry into or departure from or while within the territory of the first Contracting Party.

3. In general, in the application of laws and regulations in force, neither Contracting Party shall give preference to its own or any other airlines over a designated airline of the other Contracting Party engaged in similar international air services.

ARTICLE 7
DIRECT TRANSIT

Passengers, baggage, and cargo in direct transit through the territory of either Contracting Party and not leaving the area of the airport reserved for such purpose, shall be subject to a simplified control. Passengers, baggage and cargo in direct transit through the territory of either Contracting Party and not leaving the area of the airport reserved for such purpose shall be subject to further examination for reasons of aviation security, narcotics control, prevention of illegal entry or in special circumstances.

ARTICLE 8
USER CHARGES

1. Neither Contracting Party shall impose or permit to be imposed on the designated airline or airlines of the other Contracting Party user charges higher than those imposed on its own airlines operating similar international air services.

2. Each Contracting Party shall encourage consultations on user charges between its competent charging authorities and airlines using the services and facilities provided by those charging authorities, where practicable through those airlines' representative organisations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their views before changes are made. Each Contracting Party shall further encourage its competent charging authorities and such users to exchange appropriate information concerning user charges.

ARTICLE 9
TARIFFS

1. Tariffs charged by airlines shall not be required to be filed with, or approved, by either Contracting Party.

2. Notwithstanding paragraph 1 of this Article, either Contracting Party may require information of tariffs proposed by its own airline, or the designated airline(s) of the other Contracting Party for carriage to or from its territory.

3. Without limiting the application of general competition and consumer law in each Contracting Party, consultations in accordance with the provisions set forth in Article 18 (Consultations and Amendments) of the present Agreement, may be initiated by either Contracting Party to:

(a) prevent unreasonably discriminatory tariffs or practices;

(b) protect consumers from tariffs that are unreasonably high or unreasonably restrictive due either to the abuse of a dominant position or to concerted practices among air carriers; and

(c) protect airlines from tariffs that are artificially low because of direct or indirect governmental subsidy or support.

ARTICLE 10
EXCHANGE OF INFORMATION

The aeronautical authorities of each Contracting Party shall provide to the aeronautical authorities of the other Contracting Party, on request, information relating to the traffic carried on the agreed services by the respective designated airline(s). Such information shall include statistics and other information required in determining the amount of traffic carried by those airlines on the agreed services.

ARTICLE 11
RECOGNITION OF CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency and licences issued or rendered valid in accordance with the laws and regulations of one Contracting Party and still in force, shall be recognised as valid by the other Contracting Party for the purpose of operating the specified routes, provided that the requirements under which such certificates and licences are issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.

2. Each Contracting Party reserves the right, however, to refuse to recognise as valid, for the purpose of flights within its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

ARTICLE 12
AIR SAFETY

1. Each Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of that request.

2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 of this Article that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and of the steps considered necessary to conform with those minimum standards established at that time pursuant to the Convention, and the other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such longer period as may be agreed, shall be grounds for the application of subparagraph (e) of paragraph 1 of Article 4 (Withholding, Revocation, Suspension, or Limitation of Operating Authorisations) of this Agreement.

3. Pursuant to Article 16 of the Convention, it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of the airline or airlines of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorised representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

4. If any such ramp inspection or series of ramp inspections gives rise to:

(a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; or

(b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention;

the Contracting Party carrying out the ramp inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid or that the requirements under which that aircraft is operated are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the airline or airlines of one Contracting Party in accordance with paragraph 3 of this Article is denied by a representative of that airline or airlines, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph 4 of this Article arise and draw the conclusions referred in that paragraph.

6. Each Contracting Party reserves the right to suspend or vary the operating authorisation of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.

7. Any action by one Contracting Party in accordance with paragraphs 2 or 6 of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 13
AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawfu1 interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970, the Convention for the Suppression of Un1awful 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 Exp1osives for the Purpose of Detection, signed at Montreal on 1 March 1991 as well as with any other convention and protocol relating to the security of civil aviation which both Contracting Parties adhere to.

2. The Contracting Parties shall provide, upon request, all practicable assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts

against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties. Each Contracting Party shall require that operators of aircraft of their registry, or operators of aircraft who have their principal place of business or permanent residence in its territory, and the operators of airports in its territory, act in conformity with such aviation security provisions.

4. Each Contracting Party agrees that such operators of aircraft shall be required to observe the aviation security provisions referred to in paragraph 3 of this Article required by the other Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful act against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

6. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, that Contracting Party may request immediate consultations with the other Contracting Party.

7. Without prejudice to Article 4 (Withholding, Revocation, Suspension or Limitation of Operating Authorisations) of this Agreement, failure to reach a satisfactory agreement within fifteen (15) days from the date of such request will constitute grounds to withhold, revoke, suspend, limit or impose conditions on the operating authorisation of the air carriers of both Contracting Parties.

8. When required by an immediate and extraordinary threat, a Contracting Party may take interim action prior to the expiry of fifteen (15) days.

9. Any action taken in accordance with the paragraph 7 above shall be discontinued upon compliance by the other Contracting Party with the provisions of this Article.

ARTICLE 14
EXEMPTION FROM CUSTOMS DUTIES AND OTHER TAXES

1. Aircraft operated, for the agreed services, by the designated airline(s) of either Contracting Party, as well as any aircraft equipment, supplies of fuels and lubricants, and

aircraft stores (including food, beverages and tobacco) on board such aircraft are exempt from all customs duties, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, provided that such equipment, supplies and stores remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over that territory.

2. Subject to paragraph 3 of this Article, they are also exempt from customs duties, inspection fees and similar charges, with the exception of charges corresponding to the services performed:

(a) aircraft stores taken on board in the territory of a Contracting Party; within limits fixed by the aeronautical authorities of that Contracting Party, and for use on board outbound aircraft engaged on an agreed service of the other Contracting Party;

(b) spare parts, introduced into the territory of either Contracting Party for the maintenance or repair of aircrafts used, for the agreed services, by the designated airline(s) of the other Contracting Party;

(c) fuel and lubricants, and consumable technical supplies, to be supplied to an inbound / transiting / outbound aircraft operated, on agreed services, by the designated airline(s) of the other Contracting Party, even when such supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.

3. Materials and supplies referred to in subparagraphs (a), (b) and (c) of paragraph 2 of this Article, may be subject to customs surveillance or control, of the two Contracting Parties.

4. Baggage and cargo in direct transit are exempt from customs duties and other similar taxes provided that these will be under customs surveillance or control.

5. The regular airborne equipment, as well as the materials and supplies retained on board an aircraft of the designated airline(s) of either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that other Contracting Party and such customs authorities may require that such equipment, materials and supplies be placed under their surveillance up to such time as they are re-exported or otherwise disposed of in accordance with customs laws and regulations.

Article 15
Place of taxation

The revenue derived from international traffic operations by an airline designated by a Contracting Party, will be taxable only in the State where the headquarters of the said designated airline is situated.

ARTICLE 16
COMMERCIAL ACTIVITIES

1. In accordance with the laws and regulations of the other Contracting Party, the designated airline(s) of one Contracting Party shall have the right:

(a) in relation to entry, residence and employment, to bring in and maintain in the territory of the other Contracting Party managerial and other specialist staff, office equipment and other related equipment and promotional materials required for the operation of international air services;

(b) to employ technical, administrative and commercial personnel of its own nationality subject to the laws and regulations in force in the country in which this personnel is to be employed;

(c) to use the services of personnel of any other organisation, company or airline operating in the territory of the other Contracting Party;

(d) to establish offices in the territory of the other Contracting Party for the purposes of provision, promotion and sale of air services;

(e) to sell and market international air services and related products in the territory of that other Contracting Party, directly and, at its discretion, through its agents or other intermediaries, in the local currency or in freely convertible currencies of other countries;

(f) to convert and remit to the territory of its incorporation, 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. Such conversion and remittance shall be made in accordance with the foreign exchange regulations of the Contracting Party concerned; and

(g) to pay for local expenses, including purchases of fuel, in the territory of the other Contracting Party in local currency. At their discretion, the airlines of each Contracting Party may pay for such expenses in the territory of the other Contracting Party in freely convertible currencies according to local currency regulations.

2. The designated airlines of each Contracting Party have the right to enter cooperative marketing arrangements subject to national laws, regulations and policies, such as blocked space, code sharing or leasing arrangements with an airline or airlines of either Contracting Party or airlines of a third country, provided that the airlines have the appropriate authorisation of exploitation.

3. The marketing airline may be required to file any proposed co-operative marketing arrangements with the aeronautical authorities of each Contracting Party before its introduction.

4. When holding out services for sale, the marketing airline will make it clear to the purchaser of tickets for such services, at the point of sale, which airline will be the operating airline on each sector of the services and with which airline or airlines the purchaser is entering into a contractual relationship.

ARTICLE 17
LEASING

1. Either Contracting Party may prevent the use of leased aircraft for services under this Agreement which does not comply with Article 12 (Air Safety) and Article 13 (Aviation Security) of this Agreement.

2. Subject to paragraph 1 of this Article, the designated airlines of each Contracting Party may operate services under this Agreement by using leased aircraft which meets the requirements provided by Article 12 (Air Safety) and Article 13 (Aviation Security) of this Agreement.

ARTICLE 18
CONSULTATIONS AND AMENDMENTS

1. In a spirit of close cooperation, the aeronautical authorities of the Contracting Parties shall consult with each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and the Annex attached hereto and shall consult whenever necessary to provide for amendment to this Agreement or the Annex.

2. Either Contracting Party may request consultations, which may be through discussions or by correspondence. Consultations shall begin within a period of thirty (30) days from the date the other Contracting Party receives a written request, unless otherwise agreed by both Contracting Parties.

3. Any amendment of this Agreement, or its Annex, shall be effected by an exchange of diplomatic notes and shall enter into force on such date as is provided for by the latter note.

ARTICLE 19
MULTILATERAL AGREEMENTS

If both Contracting Parties become parties to a multilateral agreement that addresses matters covered by the present Agreement, they shall consult to determine whether the present Agreement should be revised to take into account the multilateral agreement.

ARTICLE 20
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 direct consultation and negotiations.

2. If a settlement cannot be reached by the aforementioned methods, the dispute may, at the request of either Contracting Party, be submitted for decision to a tribunal (hereinafter called the "Arbitration Tribunal") consisting of three arbitrators, one to be appointed by each Contracting Party and the third to be agreed upon by the two so appointed. The third such arbitrator shall not be a national of either Contracting Party and shall act as president of the Arbitration Tribunal.

3. Each of the Contracting Parties shall appoint an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other Contracting Party of a notice through the diplomatic channel requesting arbitration of the dispute by the Arbitration Tribunal and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to appoint an arbitrator within the specified period or if the third arbitrator is not appointed within the specified period, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. If the President is of the same nationality as one of the Contracting Parties, the most senior Vice-President who is not disqualified on that ground shall make the appointment.

4. The Arbitration Tribunal shall determine its own procedure.

5. Subject to the final decision of the Arbitration Tribunal, the Contracting Parties shall bear in equal proportion the cost of arbitration.

6. The Contracting Parties shall comply with the decision(s) of the Arbitration Tribunal.

7. If, and so long as, either Contracting Party fails to comply with a decision of the Arbitration Tribunal given under this Article, the other Contracting Party may limit, withhold, suspend or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party or to its designated airline(s) in default.

ARTICLE 21
TERMINATION OF AGREEMENT

Either Contracting Party may at any time give notice in writing, though the diplomatic channel, 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, or after any shorter period of time as may be agreed by both Contracting Parties, unless the notice to terminate is withdrawn by agreement before the expiry period. In the absence of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 22
REGISTRATION OF AGREEMENT

This Agreement and any subsequent amendments thereto shall be registered with the International Civil Aviation Organization by the Contracting Parties.

ARTICLE 23
ENTRY INTO FORCE

This Agreement shall enter into force as soon as the two Contracting Parties have notified each other by an exchange of diplomatic notes, that their respective constitutional procedures for the entry into force of this Agreement have been completed.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed this Agreement.

Done at Kigali, this 19th day of October in the Year 2016, in duplicate original copies in the Arabic and English languages, both texts being equally authentic. In case of difference of interpretation the English text shall prevail.

FOR THE GOVERNMENT OF THE REPUBLIC OF RWANDA



HON. LOUISE MUSHIKIWABO
MINISTER OF FOREIGN AFFAIRS AND COOPERATION

FOR THE GOVERNMENT OF THE KINGDOM OF MOROCCO



M. SALAHDDINE MEZOUAR
MINISTER OF FOREIGN AFFAIRS AND COOPERATION

ANNEX

ROUTES

I Points to be operated by the designated airlines of Morocco

Points in Morocco : Any point or points
Intermediate points : Any point or points

Points in Rwanda : Any point or points
Beyond points : Any point or points

II Points to be operated by the designated airlines of Rwanda

Points in Rwanda : Any point or points
Intermediate points : Any point or points

Points in Morocco : Any point or points
Beyond points : Any point or points

Note : Any point or all intermediate points and/or beyond points on the specified routes may, at the discretion of each airline, be omitted on any or all flights.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida nº 025/01 ryo ku wa 31/01/2020 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma y'Ubwami bwa *Maroc* ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Kigali, ku wa 19 Ukwakira 2016

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Presidential Order nº 025/01 of 31/01/2020 ratifying the Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Kingdom of Morocco, done at Kigali, on 19th October 2016

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à l'Arrêté Présidentiel nº 025/01 du 31/01/2020 ratifiant l'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Royaume du Maroc, fait à Kigali, le 19 octobre 2016

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA Nº 026/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA *MOZAMBIQUE* AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I KIGALI, KU WA 20 NYAKANGA 2018

PRESIDENTIAL ORDER Nº 026/01 OF 31/01/2020 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF MOZAMBIQUE, DONE AT KIGALI, ON 20TH JULY 2018

ARRÊTÉ PRÉSIDENTIEL Nº 026/01 DU 31/01/2020 RATIFIANT L'ACCORD BILATÉRAL RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU MOZAMBIQUE, FAIT À KIGALI, LE 20 JUILLET 2018

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

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ITEKA RYA PEREZIDA Nº 026/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA *MOZAMBIQUE* AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I KIGALI, KU WA 20 NYAKANGA 2018

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;

Dushingiye ku Itegeko n° 54/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya *Mozambique* ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Kigali mu Rwanda, ku wa 20 Nyakanga 2018;

Tumaze kubona Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya *Mozambique* ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Kigali, ku wa 20 Nyakanga 2018;

PRESIDENTIAL ORDER Nº 026/01 OF 31/01/2020 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF MOZAMBIQUE, DONE AT KIGALI, ON 20 JULY 2018

We, KAGAME Paul,
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;

Pursuant to Law n° 54/2019 of 25/10/2019 approving the ratification of the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Mozambique, done at Kigali, Rwanda on 20 July 2018;

Considering the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Mozambique, done at Kigali, on 20th July 2018;

ARRÊTÉ PRÉSIDENTIEL Nº 026/01 DU 31/01/2020 RATIFIANT L'ACCORD BILATÉRAL RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU MOZAMBIQUE, FAIT À KIGALI, LE 20 JUILLET 2018

Nous, KAGAME Paul,
Président de la République;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;

Vu la Loi n° 54/2019 du 25/10/2019 approuvant la ratification de l'Accord bilatéral relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Mozambique, fait à Kigali au Rwanda, le 20 juillet 2018;

Considérant l'Accord bilatéral relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Mozambique, fait à Kigali, le 20 juillet 2018;

Bisabwe na Minisitiri w'Ibikorwa Remezo;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE:

Ingingo ya mbere: Kwemeza burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya *Mozambique* ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Kigali, ku wa 20 Nyakanga 2018, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

On proposal by the Minister of Infrastructure;

After consideration and approval by the Cabinet;

HAVE ORDERED AND ORDER:

Article One: Ratification

The Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Mozambique, done at Kigali, on 20th July 2018, annexed to this Order, is ratified and becomes fully effective.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.

Article 3: Commencement

This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Sur proposition du Ministre des Infrastructures;

Après examen et adoption par le Conseil des Ministres;

AVONS ARRÊTÉ ET ARRÊTONS:

Article premier: Ratification

L'Accord bilatéral relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Mozambique, fait à Kigali, le 20 juillet 2018, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

Article 2: Autorités chargées de l'exécution du présent arrêté

Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.

Article 3: Entrée en vigueur

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA Nº 026/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA *MOZAMBIQUE* AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I KIGALI, KU WA 20 NYAKANGA 2018

ANNEX TO PRESIDENTIAL ORDER Nº 026/01 OF 31/01/2020 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF MOZAMBIQUE, DONE AT KIGALI, ON 20TH JULY 2018

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL Nº 026/01 DU 31/01/2020 RATIFIANT L'ACCORD BILATÉRAL RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU MOZAMBIQUE, FAIT À KIGALI, LE 20 JUILLET 2018

BILATERAL AIR SERVICES

AGREEMENT

BETWEEN

THE GOVERNMENT OF

THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF

REPUBLIC OF MOZAMBIQUE

BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF MOZAMBIQUE

PREAMBLE

The Government of the Republic of Rwanda and the Government of the Republic of Mozambique (hereinafter jointly referred to as the "Contracting Parties" and in the singular as a "Contracting Party");

BEING parties to
The Yamoussoukro Declaration on a New African Air Transport Policy adopted on 7 October 2008;

The Yamoussoukro Decision relating to the implementation of the Yamoussoukro Declaration concerning the liberalisation of Access to Air Transportation markets in Africa on 14 November 1999 as endorsed by the organisation of African unity (OAU) Heads of States in July 2000; and

The Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944;

ACKNOWLEDGING the importance of air transportation as a means of creating and preserving friendship, understanding and co-operation between the peoples of the two countries;

DESIRING to contribute to the progress of international civil aviation;

DESIRING to conclude an Agreement for the purpose of establishing air services between and beyond their respective territories;

HEREBY AGREE as follows:

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ARTICLE 1

DEFINITIONS

In this Agreement, unless the context otherwise indicates -

"Abuja Treaty' means the Treaty Establishing the African Economic Community adopted at Abuja, Nigeria on the 3rd day of June 1991 and which entered into force on 12 May 1994;

"aeronautical authority" means, in the case of the Government of the Republic of Rwanda, the Ministry responsible for civil aviation, and in the case of the Government of the Republic of Mozambique, the Autoridade de Aviação Civil de Moçambique or in either case any person or body authorised to perform any particular function provided for in this Agreement;

"agreed services" means a scheduled international air service on the routes specified in the Annex to this Agreement for the transport of passengers, baggage, cargo and mail in accordance with agreed capacity entitlements;

"Agreement" means this Agreement, the Annex thereto and any amendments to the Agreement or to the Annex;

"air service", "international air service", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;

"Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December 1944, and includes -

(a) any Annex or any amendment thereto adopted in terms of Article 90 of the Convention, insofar as such Annex or amendment is binding on the Contracting Parties; and

(b) any amendment which has entered into force in terms of Article 94(a) of the Convention and has been ratified by the Contracting Parties in terms of their applicable domestic law;

"Countries bound by the Yamoussoukro Decision" means:

- The African States signatory to the Abuja Treaty and who has not filed formal notification to withdraw from the Yamoussoukro Decision; and
- any other African country which, though not a party to the said Treaty, has declared in writing its intention to be bound by the Yamoussoukro Decision;

"designated airline" means one or more airlines designated and authorised in accordance with Article 3 of this Agreement;

"regular equipment" means an article, other than stores and spare parts of a removable nature, for use on board an aircraft during flight, including first aid and survival equipment;

"spare part" means an article of a repair or replacement nature for incorporation in an aircraft;

"specified route" means a route specified in the Annex to this Agreement;

"tariff" means the prices to be charged for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions of agency and other auxiliary services, but excluding remuneration and conditions for carriage of mail;

"territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;

"user charge" means a charge made to airlines for the provision for aircraft, their crews and passengers of airport and air navigation facilities, including related services and facilities; and

"Yamoussoukro Decision" means the "Decision Relating to the Implementation of the Yamoussoukro Declaration Concerning the Liberalisation of Access to Air Transport Markets in Africa" adopted by the Assembly of Heads of States and Government in Lome, Togo, on 12 July 2000.

ARTICLE 2
GRANT OF RIGHTS

(1) Each Contracting Party shall grant to the other Contracting Party the rights provided for in this Agreement to enable its designated airline to establish and operate international air services on the routes specified in the Annex.

(2) Subject to the provisions of this Agreement, the designated airline of each Contracting Party shall have the right-

(a) to fly across the territory of the other Contracting Party without landing;

(b) to make stops in that territory for non-traffic purposes; and

(c) to land in the territory of the other Contracting Party for the purpose of taking on board and discharging traffic in passengers, baggage, cargo and mail while operating an agreed service.

(3) The designated airlines may exercise unrestricted 5th freedom traffic rights at intra-African points in accordance with the Yamoussoukro Decision.

(4) The airlines of each Contracting Party, other than those designated in terms of

Article 3, shall also have the rights provided for in paragraphs (a) and (b) of sub-Article (2).

(5) Nothing in sub-Article (2) shall confer on a designated airline of a Contracting Party the right of taking on board in the territory of the other Contracting Party, passengers, baggage, cargo and mail, carried for remuneration or hire and destined for another point in the territory of the other Contracting Party.

(6) If because of armed conflict, political disturbances or developments, or special and unusual circumstances, a designated airline of a Contracting Party is unable to operate a service on its normal routes, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangements of such routes, including the temporary granting of alternative rights, as mutually decided by the Contracting Parties.

ARTICLE 3
DESIGNATION AND AUTHORISATION

(1) Each Contracting Party shall have the right to designate in writing, through the diplomatic channel, to the other Contracting Party one or more airlines to operate the agreed services on the specified routes and to revoke or alter in writing through the diplomatic channel, any designation of an airline.

(2) The agreed services may begin at any time, in whole or in part, but not before-

(a) the Contracting Party to whom the rights have been granted shall have designated an airline for the specified route pursuant to sub-Article (1);

(b) the Contracting Party granting the rights shall have given, with the least possible delay and subject to Article 4, the appropriate operating authorisation to the airline concerned; and

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(c) a timetable has been filed in accordance with Article 12.

(3) For the purpose of granting the appropriate operating authorisation provided for in sub-Article (2), the aeronautical authority of a Contracting Party may require the designated airline of the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the domestic law in force in their respective countries normally applied to the operation of international air services by such authorities in conformity with the provisions of the Convention and illegibility criteria as defined in the Yamoussoukro Decision.

ARTICLE 4
REVOCATION AND LIMITATION OF AUTHORISATION

(1) The aeronautical authority of a Contracting Party shall, in respect of a designated airline of the other Contracting Party, have the right to withhold the authorisation referred to in Article 3, to revoke or suspend such authorisation or impose conditions, temporarily or permanently at any time in the event-

(a) of failure by such airline to qualify in terms of or to comply with the domestic laws in force in their respective countries normally applied by the aeronautical authority of the Contracting Party in conformity with the Convention;

(b) that the aeronautical authorities of the first Contracting Party are not satisfied that the said airline is incorporated and has its principal place of business in the territory of the Contracting Party designating it, and holds appropriate operating authorisation issued by the Contracting Party designating the airline; or

(c) that such airline fails to operate in accordance with the conditions prescribed in this Agreement.

(2) Unless immediate action is essential to prevent further infringement of the laws referred to above, the rights enumerated in sub-Article (1) shall be exercised only after consultations in accordance with Article 17 with the aeronautical authority of the other Contracting Party.

ARTICLE 5
AVIATION SAFETY

(1) A Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party relating to aeronautical facilities, aircrew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of such request.

(2) If, following such consultations, a Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to above which are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards. Such Contracting Party shall take appropriate corrective action and failure to take appropriate action within fifteen (15) days of being notified thereof, or such longer period as may be agreed upon, shall be grounds for the application of Article 4.

(3) Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by the designated airline of one Contracting Party on services to or from the territory of the other Contracting Party, may, while within the territory of the other Contracting Party, be subject to an examination by the authorised representative of that Contracting Party. The

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purpose of such examination shall include the verification of the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (hereinafter referred as "ramp inspection"), provided this does not lead to unreasonable delay.

(4) If any such ramp inspection or series of ramp inspections gives rise to serious concerns that-

(a) an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; or

(b) there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,

the Contracting Party carrying out the ramp inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.

(5) In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the designated airline of one Contracting Party in accordance with sub-Article 3 above is denied by the representatives of that designated airline, the other Contracting Party may infer that serious concerns of the type referred to in sub-Article 4 above arise and draw conclusions referred to in that sub-Article.

(6) Each Contracting Party reserves the right to immediately suspend or vary the operating authorisation of a designated airline of the other Contracting Party in the event the first Contracting Party concludes, whether as a result of a ramp

inspection or consultation, that immediate action is essential to the safety of airline operation.

(7) Any action by one Contracting Party in accordance with sub-Articles (2) and (6) above, shall be discontinued upon compliance by the other Contracting Party with the safety provisions of this Article.

ARTICLE 6
APPLICATION OF DOMESTIC LAW

(1) The domestic law in force in the territory of a Contracting Party relating to the admission to, sojourn in, or departure from its territory of aircraft engaged in international air services, or to the operation and navigation of such aircraft, shall be applied to the aircraft of a designated airline of the other Contracting Party upon its entry into, departure from and while within the territory of the first Contracting Party.

(2) The domestic law in force in the territory of a Contracting Party relating to the admission to, sojourn in, and departure from its territory of passengers, baggage, crew, cargo or mail of aircraft, including laws and regulations relating to entry, clearance, aviation security, immigration, passports, customs, quarantine and sanitary measures, or in the case of mail, postal laws and regulations, shall be complied with by or on behalf of such passengers, baggage, crew, cargo or mail of the designated airline of the other Contracting Party upon entrance into or departure from and while within the territory of the first Contracting Party.

(3) Passengers, baggage, cargo and mail in direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such purposes shall, except in respect of security measures, narcotics control or in special circumstances, be subject to no more than a simplified control.

4) Neither Contracting Party may grant any preference to its own or any other airline over the designated airline of the other Contracting Party in the application of domestic law referred to in this Article.

ARTICLE 7
RECOGNITION OF CERTIFICATES AND LICENCES

(1) A certificate of airworthiness, a certificate of competency and any licence issued, or rendered valid by a Contracting Party and which is still in force, shall be recognised as valid by the other Contracting Party for the purpose of operating the agreed services: Provided that such a certificate or licence was issued or rendered valid pursuant to, and in conformity with, the minimum standards established in terms of the Convention: Provided further that each Contracting Party reserves the right to refuse to recognise, for the purpose of flights undertaken pursuant to rights granted under Article 2(2), any certificate of competency and any licence granted to its own nationals by another State.

(2) If the privileges or conditions of a licence or certificate issued or rendered valid by a Contracting Party permit a difference from the standards established in terms of the Convention, whether or not that difference has been filed with the International Civil Aviation Organisation, the other Contracting Party may, without prejudice to the rights of the first Contracting Party, request consultations in accordance with Article 17 with the first Contracting Party with a view to satisfying itself that the practice in question is acceptable to it.

ARTICLE 8
CUSTOMS DUTIES AND OTHER CHARGES

(1) Aircraft operated on agreed services by a designated airline of a Contracting Party, as well as their regular equipment, supplies of fuel, lubricants (including hydraulic fluids), consumable technical supplies, spare parts, aircraft stores

including food, beverages, liquor, tobacco and other products for sale to or use by passengers, in limited quantities, during the flight, and other items intended for or used solely in connection with the aviation operation or servicing, which are on board such aircraft, shall, on entering into the territory of the other Contracting Party, be exempt from customs duties, excise duties and charges: Provided that such equipment, supplies and stores remain on board the aircraft until they are re-exported or consumed during flight on the agreed service.

(2) There shall also be exemption from the same national or local duties, fees and charges, with the exception of charges based on the cost of the service provided, in respect of:

(a) aircraft stores taken on board in the territory of a Contracting Party, within the limits that may be fixed by the appropriate authorities of the said Contracting Party, and intended for use on board the aircraft operated on an international service by a designated airline of the other Contracting Party;

(b) spare parts (including engines) and regular equipment imported into the territory of a Contracting Party for the maintenance or repair of aircraft operating agreed services by the designated airline of the other Contracting Party;

(c) fuels and lubricants (including hydraulic fluids) destined for the designated airline of a Contracting Party to supply aircraft operating agreed services, even when these supplies are to be used on any part of a journey performed over the territory of the other Contracting Party in which they have been taken on board; and

(d) baggage and cargo in direct transit.

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(3) The items referred to in paragraphs (a), (b), (c) and (d) of sub-Article (2), may be required to be kept under customs supervision or control.

(4) The regular equipment, as well as spare parts, aircraft stores, supplies of fuel, lubricants (including hydraulic fluids) and other items referred to in sub-Article (1) normally retained on board an aircraft operated by a designated airline of a Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that territory. In such case, the said items may be placed under the supervision of those customs authorities until they are re-exported or otherwise disposed of in accordance with the domestic law of that Contracting Party.

(5) The exemptions provided for in this Article shall also be available in situations where a designated airline of a Contracting Party has entered into arrangements with another airline or airlines for the loan or transfer in the territory of the other Contracting Party of the items referred to in sub-Articles (1) and (2): Provided that such other airline similarly enjoys such exemptions from the other Contracting Party.

ARTICLE 9
PRINCIPLES GOVERNING THE OPERATION OF AGREED SERVICES

(1) The designated airlines of each Contracting Party shall be allowed fair and equitable treatment in order that it may enjoy equal opportunity in the operation of the agreed service. Each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination and unfair competitive or predatory practices adversely affecting the competitive position of the designated airlines of the other Contracting Party in the exercise of its rights and entitlements as set out in this Agreement and in accordance with the Institutional and Regulatory texts of the Yamoussoukro Decision.

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(2) In operating the agreed services the designated airlines of each Contracting Party shall take into consideration the interests of the designated airlines of the other Contracting Party so as not to unduly affect the services which the latter provide on the whole or part of the same routes.

(3) There shall be no limits on the number of frequencies and capacity offered on air service linking any intra-African city pair combinations between the Contracting Parties. Each designated airline(s) shall be allowed to mount and operate such capacity and frequency as such airline(s) deems appropriate.

(4) Consistent with the rights referred to in sub-Article (3), the Contracting Parties shall not unilaterally limit the volume of traffic, the type of aircraft to be operated or the number of flights per week, except for environmental, safety, technical or other special consideration: Provided that such actions are not intended as measures for the protection of the commercial or economic interests of a designated airline.

(5) Notwithstanding sub-Articles (3) and (4), the Contracting Parties may impose conditions, limit or refuse the increase of capacity or frequency of a designated airline: Provided such actions-

(a) are non-discriminatory and applied under uniform conditions to all airlines and are consistent with Article 15 of the Convention, without discrimination on the ground of nationality or identity of airlines;

(b) have a limited period of validity;

(c) do not unduly affect the objectives of the Yamoussoukro Decision;

(d) do not unduly distort competition between airlines; and

(e) are not more restricted than necessary in order to relieve the problem and are not more restrictive than those applied to any other airlines(s) of a state not party to the Yamoussoukro Decision.

(6) When a Contracting Party considers that intervention in terms of sub-Article (4) is necessary, such Contracting Party shall, at least sixty (60) days before the effective date of such action, notify the other Contracting Party thereof, providing adequate justification for the need for such measures so as to allow consultations prior to the date of entry into force of the measure. Such measure may be implemented only if within thirty (30) days of its notification, the other Contracting Party has not indicated the intention to consent to such measures.

ARTICLE 10
COMMERCIAL ACTIVITIES

(1) A designated airline of a Contracting Party shall, on a reciprocal basis, be allowed to establish in the territory of the other Contracting Party offices for the promotion and sale of air transportation services.

(2) A designated airline of a Contracting Party shall be allowed to bring in and maintain in the territory of the other Contracting Party its managerial, commercial, operational and technical staff as it may require in connection with the provision of air transportation in accordance of the laws of the other contracting party. These staff requirements may, at the option of a designated airline, be satisfied by its own personnel or by using the services of any other organisation, company or airline operating in the territory of the other Contracting Party, and authorised to perform such services in the territory of that Contracting Party.

(3) A Contracting Party shall grant to any designated airline of the other Contracting Party the right to engage in the sale of air transportation in its

territory directly and, at the airline's discretion, through its agents. Each designated airline shall have the right to sell such transportation and any person shall be free to purchase such transportation in any currency.

(4) Any designated airline of a Contracting Party shall have the right to pay for local expenses in the territory of the other Contracting Party in local currency, or in freely convertible currencies: Provided that this accords with local currency regulations.

(5) The activities referred to in this Article shall be carried out in accordance with the domestic law in force in the territory of the relevant Contracting Party.

ARTICLE 11
TARIFFS

(1) In the case of a tariff increase, there shall be no approval required by the aeronautical authorities of the Contracting Party concerned for a tariff to be charged by the designated airlines of Contracting Parties for the carriage of passenger, cargo and mail. The airlines shall in this case file such tariff with the competent authorities thirty (30) working days before they enter into effect.

(2) This provision is not applicable in the case of lowering of a tariff, which takes immediate effect according to the will of the airline.

ARTICLE 12
TIMETABLE

(1) A designated airline of a Contracting Party shall submit to the aeronautical authority of the other Contracting Party for its information, 30 days in advance, the timetable of its intended services, specifying the frequency, type of aircraft,

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configuration and number of seats to be made available to the public.

(2) Any subsequent changes to the approved timetables of a designated airline shall be submitted to the aeronautical authority of the other Contracting Party for its information.

ARTICLE 13
PROVISION OF INFORMATION

The aeronautical authority of a Contracting Party shall, upon request, provide or shall cause its designated airline(s) to provide the aeronautical authority of the other Contracting Party with such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the operation of the agreed services, including, but not limited to, statements of statistics related to the traffic carried by its designated airline(s) between points in the territory of the other Contracting Party and other points on the specified routes.

ARTICLE 14
TAXATION AND TRANSFER OF EARNINGS

(1) Where a special agreement for the avoidance of double taxation with respect to taxes on income and on capital exists between the Parties, the provisions of the latter shall prevail.

(2) Subject to its applicable domestic law, each Contracting Party grants to the designated airline of the other Contracting Party the right of free transfer of the excess of receipts over expenditure earned by such designated airline in the territory of such Contracting Party in connection with the carriage of passengers, baggage, cargo and mail, as well as from any other activities

related to air transport that may be permitted under domestic law. Such transfers shall be effected at the rate of exchange in accordance with the domestic law applicable in the respective countries governing current payments, but where there is no official exchange rate such transfers shall be effected at the prevailing foreign exchange market rate for current payments.

(3) In the event that the form of payment between the Contracting Parties is governed by a special agreement, such an agreement shall apply.

ARTICLE 15
USER CHARGES

(1) Each Contracting Party shall endeavour to ensure that user charges imposed or permitted to be imposed by its competent authorities on a designated airline of the other Contracting Party are just and reasonable. These charges shall be based on sound economic principles.

(2) Neither Contracting Party shall impose or permit to be imposed on the designated airline of the other Contracting Party user charges higher than those imposed on its own designated airline operating similar international air services using similar aircraft and associated facilities and services.

(3) Each Contracting Party shall encourage consultations between its responsible charging bodies and the designated airline using the facilities and services. Where practicable, such consultations should be through the appropriate representative airline organisation.

(4) Reasonable advance notice shall, whenever possible, be given to the designated airline of any proposals for changes to charges referred to in this Article, together with relevant supporting information and data, to enable it to express and have its views taken into account before any changes are made.

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ARTICLE 16
AVIATION SECURITY

(1) Consistent with their rights and obligations under international law binding on the Contracting Parties, the Contracting Parties affirm that their obligation to protect, in their mutual relationship, the security of civil aviation against acts of unlawful interference, forms an integral part of this Agreement.

(2) Subject to applicable domestic law and without derogating from the generality of their rights and obligations in terms of international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, opened for signature at Tokyo on 14 September 1963; the Convention for the Suppression of Unlawful Seizure of Aircraft, opened for signature at The Hague on 16 December 1970; the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, opened for signature at Montreal on 23 September 1971; and any other multilateral agreement governing civil aviation security binding upon both Contracting Parties.

(3) The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

(4) The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organisation and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to both Contracting Parties.

(5) The Contracting Parties shall require that operators of aircraft of their registry, or operators of aircraft who have their principal place of business or permanent residence in their respective territories, and the operators of airports in their respective territories, act in conformity with such aviation security provisions as are applicable to both Contracting Parties.

(6) Each Contracting Party agrees that its operators of aircraft shall be required to observe the aviation security provisions referred to in sub-Article (4) applied by the other Contracting Party for entry into, sojourn in, or departure from the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to apply security controls to passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall give positive consideration to any request from the other Contracting Party for reasonable special security measures in its territory to meet a particular threat to civil aviation.

(7) If an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful act against the safety of such aircraft, their passengers and crew, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate such incident or threat as rapidly as possible commensurate with minimum risk to life.

(8) Each Contracting Party shall take such measures as it may find practicable to ensure that an aircraft of the other Contracting Party, subjected to an act of unlawful seizure or any other act of unlawful interference, which is on the ground in its territory, is detained thereon unless its departure is necessitated by the overriding duty to protect the lives of its crew and passengers. Wherever practicable, such measures shall be taken on the basis of consultations with the other Contracting Party.

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(9) If a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the aeronautical authority of the first Contracting Party may request immediate consultations with the aeronautical authority of the other Contracting Party. Failure to reach a satisfactory agreement within (15) fifteen days from the date of such request shall constitute grounds for the application of sub-Article (1) of Article 4. If required by an emergency, a Contracting Party may take action in terms of Article 4 prior to the expiry of fifteen (15) days. Any action taken in accordance with this sub-Article shall be discontinued upon compliance by the other Contracting Party with the security provisions of this Article.

ARTICLE 17
CONSULTATIONS

(1) Either Contracting Party may at any time request consultations on the implementation, interpretation, application, amendment of, or compliance with this Agreement.

(2) Subject to Articles 5 and 16 such consultations, which may be through discussion or correspondence, shall begin within a period of sixty (60) days of the date of receipt of such a request, unless otherwise mutually decided.

ARTICLE 18
AMENDMENT OF AGREEMENT

(1) If either of the Contracting Parties considers it desirable to amend any provision of this Agreement, such amendment shall be agreed upon in accordance with the provisions of Article 17 and shall be effected by an Exchange of Notes, through the diplomatic channel, and shall come into effect on the date on which each Contracting Party has notified the other of its compliance with the constitutional requirements necessary for the implementation of the relevant amendment.

(2) Notwithstanding the provisions of sub-Article (1), amendments to the Annex to this Agreement may be agreed upon directly by the aeronautical authority of the Contracting Parties. Such amendments shall apply from the date they have been agreed upon and enter into force when confirmed by both Contracting Parties through the diplomatic channel.

(3) This Agreement shall, *mutatis mutandis*, be deemed to have been amended by those provisions of any international convention or multilateral agreement that may become binding on both Contracting Parties.

ARTICLE 19
SETTLEMENT OF DISPUTES

(1) If any dispute arisès between the Contracting Parties relating to the interpretation or implementation of this Agreement, the Contracting Parties shall in the first place endeavour to settle such dispute by negotiation.

(2) If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute to some competent and independent person or body for mediation.

(3) If settlement is not reached in accordance with sub-Article (1) or (2) the dispute shall, at the request of either Contracting Party, be submitted for decision to a tribunal of three arbitrators.

(4) Each Contracting Party shall appoint one arbitrator and the third arbitrator, to be jointly appointed by the two arbitrators so appointed, shall act as President of the tribunal.

(5) Each Contracting Party shall appoint its arbitrator within a period of sixty (60) days from the date of receipt of a notice by either Contracting Party from the other, through the diplomatic channel, requesting arbitration of the dispute by such a tribunal and the third arbitrator, who shall be a national of a third State, shall be appointed within a further period of sixty (60) days.

(6) If either Contracting Party fails to appoint an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organisation may be requested by either Contracting Party to appoint an arbitrator or arbitrators, as the case may be: Provided that the President is not a national of either Contracting Party, in which case the Vice President of that Council may be so requested. In such a case, the arbitrator or arbitrators appointed by the said President or Vice President, as the case may be, shall not be nationals or permanent residents of the respective States of the Contracting Parties.

(7) The tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedure.

(8) Subject to the final decision of the tribunal, the Contracting Parties shall bear in equal proportion the interim costs of arbitration.

(9) The Contracting Parties shall comply with any provisional ruling and the final decision of the tribunal.

(10) If, and for as long as, a Contracting Party fails to comply with a decision contemplated in sub-Article (6), the other Contracting Party may limit, suspend or revoke any rights or privileges which it has granted in terms of this Agreement to the Contracting Party in default.

ARTICLE 20
REGISTRATION OF AGREEMENT AND AMENDMENTS

The Contracting Parties shall submit this Agreement and any subsequent amendments thereto to the International Civil Aviation Organisation for registration.

ARTICLE 21
TERMINATION OF AGREEMENT

(1) Either Contracting Party may at any time from the entry into force of this Agreement give notice in writing through the diplomatic channel to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be communicated simultaneously to the International Civil Aviation Organisation. The Agreement shall terminate one (1) year after the date of receipt of the notice by the other Contracting Party unless the notice to terminate is withdrawn by agreement before the expiry of this period.

(2) In default of acknowledgement of receipt of a notice of termination by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the date on which the International Civil Aviation Organisation acknowledged receipt thereof unless the notice to terminate is withdrawn by agreement before the expiry of this period.

ARTICLE 22
ENTRY INTO FORCE

This Agreement shall enter into force on the date on which both Contracting Parties have notified each other in writing through the diplomatic channel, of their compliance with the constitutional requirements necessary for the implementation thereof. The date of entry into force shall be the date of the last notification.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by their respective Governments, have signed and sealed this Agreement in two originals in the English and Portuguese languages, all texts being equally authentic. In the event of divergence of interpretation, the English text shall prevail.

Done at Kigali on this 20th day of July 2018.

For the Government of the
Republic of Mozambique

José Condugua António Pacheco
Minister of Foreign Affairs and
Cooperation

For the Government of the
Republic of Rwanda

Eng. Jean de Dieu UWIHANGANYE

Minister of State in charge of Transport

ANNEX
ROUTE SCHEDULE

For the designated airline(s) of the Republic of Rwanda

Point(s) of Origin	Intermediate Point(s)	Point(s) in the Republic of Mozambique	Point(s) Beyond
Any International Airport	Any points	Any International Airport	Any points

For the designated airline(s) of the Republic of Mozambique

Point(s) of Origin	Intermediate Point(s)	Point(s) in the Republic of Rwanda	Point(s) Beyond
Any International Airport	Any points	Any International Airport	Any points

Notes

1. Any point on the above routes may, at the option of the airline concerned, be omitted on any or all flights: Provided that any service either begins or terminates in the territory of the country designating the airline.

2. The designated airlines may exercise unrestricted 5th freedom traffic rights at intra-African points in accordance with the Yamoussoukro Decision.

3. The exercise of fifth freedom traffic rights at intermediate points and points beyond Africa shall be subject to approval by the Aeronautical Authorities.

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Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida nº 026/01 ryo ku wa 31/01/2020 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya *Mozambique* ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Kigali, ku wa 20 Nyakanga 2018

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Presidential Order nº 026/01 of 31/01/2020 ratifying the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Mozambique, done at Kigali, on 20th July 2018

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à l'Arrêté Présidentiel nº 026/01 du 31/01/2020 ratifiant l'Accord bilatéral relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Mozambique, fait à Kigali, le 20 juillet 2018

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA Nº 027/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA LETA YA *QATAR* AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I DOHA, KU WA 15 UGUSHYINGO 2018

PRESIDENTIAL ORDER Nº 027/01 OF 31/01/2020 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE STATE OF QATAR FOR AIR SERVICES DONE AT DOHA, ON 15TH NOVEMBER 2018

ARRÊTÉ PRÉSIDENTIEL Nº 027/01 DU 31/01/2020 RATIFIANT DE L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE L'ÉTAT DU QATAR, FAIT À DOHA, LE 15 NOVEMBRE 2018

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

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Twebwe, KAGAME Paul,
Perezida wa Repubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;

Dushingiye ku Itegeko n° 57/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Leta ya *Qatar* ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Doha muri *Qatar*, ku wa 15/11/2018;

Tumaze kubona Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Leta ya *Qatar* ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Doha, ku wa 15 Ugushyingo 2018;

Bisabwe na Minisitiri w'Ibikorwa Remezo;

PRESIDENTIAL ORDER Nº 027/01 OF 31/01/2020 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE STATE OF QATAR FOR AIR SERVICES DONE AT DOHA, ON 15TH NOVEMBER 2018

We, KAGAME Paul,
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;

Pursuant to Law n° 57/2019 of 25/10/2019 approving the ratification of the Agreement between the Government of the Republic of Rwanda and the Government of the State of Qatar for Air Services, done at Doha, Qatar, on 15 November 2018;

Considering the Agreement between the Government of the Republic of Rwanda and the Government of the State of Qatar for Air Services, done at Doha, on 15th November 2018;

On proposal by the Minister of Infrastructure;

ARRÊTÉ PRÉSIDENTIEL Nº 027/01 DU 31/01/2020 RATIFIANT DE L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE L'ÉTAT DU QATAR, FAIT À DOHA, LE 15 NOVEMBRE 2018

Nous, KAGAME Paul,
Président de la République;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;

Vu la Loi n° 57/2019 du 25/10/2019 approuvant la ratification de l'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de l'État du Qatar, fait à Doha au Qatar, le 15 novembre 2018;

Considérant l'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de l'État du Qatar, fait à Doha, le 15 novembre 2018;

Sur proposition du Ministre des Infrastructures;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE:

Ingingo ya mbere: Kwemeza burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Leta ya *Qatar* ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Doha, ku wa 15 Ugushyingo 2018, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

After consideration and approval by the Cabinet;

HAVE ORDERED AND ORDER:

Article One: Ratification

The Agreement between the Government of the Republic of Rwanda and the Government of the State of Qatar for Air Services, done at Doha, on 15th November 2018, annexed to this Order, is ratified and becomes fully effective.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.

Article 3: Commencement

This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Après examen et adoption par le Conseil des Ministres;

AVONS ARRÊTÉ ET ARRÊTONS:

Article premier: Ratification

L'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de l'État du Qatar, fait à Doha, le 15 novembre 2018, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

Article 2: Autorités chargées de l'exécution du présent arrêté

Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.

Article 3: Entrée en vigueur

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA Nº 027/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA LETA YA *QATAR* AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I DOHA, KU WA 15 UGUSHYINGO 2018

ANNEX TO PRESIDENTIAL ORDER Nº 027/01 OF 31/01/2020 RATIFYING AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE STATE OF QATAR FOR AIR SERVICES DONE AT DOHA, ON 15TH NOVEMBER 2018

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL Nº 027/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE L'ÉTAT DU QATAR, FAIT À DOHA, LE 15 NOVEMBRE 2018

AGREEMENT BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF THE STATE OF QATAR

FOR AIR SERVICES

The Government of the Republic of Rwanda and

The Government of the State of Qatar

Hereinafter reffered to as (the Contracting Parties),

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944;

Desiring to conclude an Agreement, supplementary to the said Convention, for the purpose of establishing air services between and beyond their respective territories;

Have agreed as follows:

ARTICLE 1
Definitions

For the purpose of this Agreement, unless the context otherwise requires:

1. The term " **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 Rwanda, the ministry of infrastructure and Rwanda Civil Aviation Authority, and in the case of the Government of the State of Qatar; the Minister of Transport and Communications, 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 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,within limits fixed by the authorities of the said 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 inconsistence 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
Applicability of National Legislation

1. The laws and regulations of a Contracting Party as to the admission to or departure from its territory of passengers, crew or cargo of aircraft, 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 or cargo upon entrance into or departure from, or while within the territory of that Contracting Party.

2. The laws and regulations of a Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft of the other Contracting Party while within its territory shall be applied.

3. The appropriate authorities of a Contracting Party shall have the right without unreasonable delays, to search aircraft of the other Contracting Party on landing or departure and to inspect the certificate and other documents prescribed by the Convention.

ARTICLE 16
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 17
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 18
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 19
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 (17) 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 20
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 21
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 17 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 22
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 23
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 24
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 25
Entry into Force

This Agreement shall be approved according to the constitutional requirements in the country of each Contracting Party and shall come into force on the day of an exchange of diplomatic notes by the Contracting Parties.

In witness whereof, the undersigned, being duly authorized thereto by their respective Governments, have signed the present Agreement.

Done at Doha the 15th day of November, 2018, in duplicate, in Arabic and English languages, all texts being equally authentic. In case of divergent interpretation, the English text shall prevail.

For the Government of the Republic of Rwanda

For the Government of the State of Qatar

ANNEX

Route Schedule 1

1. Routes to be operated by the designated airline of the 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 State of Qatar	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).

Route Schedule 2

1. Routes to be operated by the designated airline of State of Qatar:

(1)	(2)	(3)	(4)
From	**Intermediate Points**	**To**	**Beyond Points**
Any points in the State of Qatar	Any points	Any points in the Republic of Rwanda	Any points

2. The designated airline of the Government of the State of Qatar 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).

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida no 027/01 ryo ku wa 31/01/2020 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Leta ya *Qatar* ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Doha, ku wa 15 Ugushyingo 2018

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Presidential Order nº 027/01 of 31/01/2020 ratifying the Agreement between the Government of the Republic of Rwanda and the Government of the State of Qatar for Air Services, done at Doha, on 15th November 2018

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à l'Arrêté Présidentiel nº 027/01 du 31/01/2020 ratifiant l'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda fait à Doha, le 15 novembre 2018

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA N° 028/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA IHARANIRA DEMOKARASI YA *SÃO TOMÉ* NA *PRÍNCIPE* AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE MU IFASI YAZO NO HANZE YAYO, YAKOREWE I KIGALI, KU WA 10 WERURWE 2017

PRESIDENTIAL ORDER N° 028/01 OF 31/01/2020 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF SÃO TOMÉ AND PRÍNCIPE FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES, DONE AT KIGALI, ON 10TH MARCH 2017

ARRÊTÉ PRÉSIDENTIEL N° 028/01 DU 31/01/2020 RATIFIANT L'ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DÉMOCRATIQUE DE SÃO TOMÉ-ET-PRINCIPE POUR LES SERVICES AÉRIENS ENTRE LEURS TERRITOIRES RESPECTIFS ET AU-DELÀ, FAIT À KIGALI, LE 10 MARS 2017

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

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Twebwe, KAGAME Paul,
Perezida wa Repubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;

Dushingiye ku Itegeko n° 58/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika Iharanira Demokarasi ya *São Tomé* na *Principe* ajyanye no gutwara abantu n'ibintu mu kirere mu ifasi yazo no hanze yayo, yakorewe i Kigali mu Rwanda, ku wa 10 Werurwe 2017;

Tumaze kubona Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika Iharanira Demokarasi ya *São Tomé* na *Principe* ajyanye

PRESIDENTIAL ORDER N° 028/01 OF 31/01/2020 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF SÃO TOMÉ AND PRÍNCIPE FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES, DONE AT KIGALI, ON 10TH MARCH 2017

We, KAGAME Paul,
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015; especially in Articles 112, 120, 122, 167, 168 and 176;

Pursuant to Law n° 58/2019 of 25/10/2019. authorizing the ratification of the Agreement between the Government of the Republic of Rwanda and the Government of the Democratic Republic of São Tomé and Príncipe for Air Services between and beyond their respective territories, done at Kigali, Rwanda, on 10 March 2017;

Considering the Agreement between the Government of the Republic of Rwanda and the Government of the Democratic Republic of São Tomé and Príncipe for Air Services

ARRÊTÉ PRÉSIDENTIEL N° 028/01 DU 31/01/2020 RATIFIANT L'ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DÉMOCRATIQUE DE SÃO TOMÉ-ET-PRÍNCIPE POUR LES SERVICES AÉRIENS ENTRE LEURS TERRITOIRES RESPECTIFS ET AU-DELÀ, FAIT À KIGALI, LE 10 MARS 2017

Nous, KAGAME Paul,
Président de la République;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;

Vu la Loi n° 58/2019 du 25/10/2019 autorisant la ratification l'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Démocratique de São Tomé-et-Príncipe pour les services aériens entre leurs territoires respectifs et au-delà, fait à Kigali au Rwanda, le 10 mars 2017;

Considérant l'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Démocratique de São Tomé-et-Príncipe pour

no gutwara abantu n'ibintu mu kirere mu ifasi yazo no hanze yayo, yakorewe i Kigali, ku wa 10 Werurwe 2017;

Bisabwe na Minisitiri w'Ibikorwa Remezo;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE:

Ingingo ya mbere: Kwemezwa burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika Iharanira Demokarasi ya *São Tomé* na *Principe* ajyanye no gutwara abantu n'ibintu mu kirere mu ifasi yazo no hanze yayo, yakorewe i Kigali, ku wa 10 Werurwe 2017, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.

between and beyond their respective territories, done at Kigali, on 10th March 2017;

On proposal by the Minister of Infrastructure;

After consideration and approval by the Cabinet;

HAVE ORDERED AND ORDER:

Article One: Ratification

The Agreement between the Government of the Republic of Rwanda and the Government of the Democratic Republic of São Tomé and Príncipe for Air Services between and beyond their respective territories, done at Kigali, on 10th March 2017, annexed to this Order, is ratified and becomes fully effective.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.

les services aériens entre leurs territoires respectifs et au-delà, fait à Kigali, le 10 mars 2017;

Sur proposition du Ministre des Infrastructures;

Après examen et adoption par le Conseil des Ministres;

AVONS ARRÊTÉ ET ARRÊTONS:

Article premier: Ratification

L'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Démocratique de São Tomé-et-Príncipe pour les services aériens entre leurs territoires respectifs et au-delà, fait à Kigali au Rwanda, le 10 mars 2017, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

Article 2: Autorités chargées de l'exécution du présent arrêté

Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Article 3: Commencement

This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Article 3: Entrée en vigueur

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA N° 028/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA IHARANIRA DEMOKARASI YA *SÃO TOMÉ* NA *PRÍNCIPE* AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE MU IFASI YAZO NO HANZE YAYO, YAKOREWE I KIGALI, KU WA 10 WERURWE 2017

ANNEX TO PRESIDENTIAL ORDER N° 028/01 OF 31/01/2020 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF SÃO TOMÉ AND PRÍNCIPE FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES, DONE AT KIGALI, ON 10TH MARCH 2017

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 028/01 DU 31/01/2020 31/01/2020 RATIFIANT L'ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DÉMOCRATIQUE DE SÃO TOMÉ-ET-PRÍNCIPE POUR LES SERVICES AÉRIENS ENTRE LEURS TERRITOIRES RESPECTIFS ET AU-DELÀ, FAIT À KIGALI, LE 10 MARS 2017

AGREEMENT

BETWEEN THE GOVERNMENT OF REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF SAOTOMÉ AND PRINCIPE

FOR AIR SERVICES BETWEEN AND BEYOND

THEIR RESPECTIVE TERRITORIES

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PREAMBLE

The Government of Democratic Republic of **Sao**Tomé and Principe 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) "Aeronautical Authority" means in the case of the Government of Republic of Rwanda, the Civil Aviation Authority of Rwanda and in the case of the Democratic Republic of **Sao** Tomé and Principe, the Civil Aviation Authority of **Sao** Tomé and Principe or in either case any person or body authorized to perform any function to which this Agreement relates;
b) "Agreed Services" means scheduled International Air Services between and beyond the respective territories of Democratic Republic of **Sao** Tomé and Principe and the Republic of Rwanda for the transport of passengers, baggage and Cargo, separately or in any combination;
c) "Agreement" means this Agreement, its Annex drawn up in application thereof, and any amendment to the Agreement or to the Annex;
d) "Air Service", "Airline", "International Air Service" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;
e) "Annex" shall include the route schedule annexed to the Agreement and any clauses or notes appearing in such Annex and any modification made thereto in accordance with the provisions of Article 20 of this Agreement;
f) "Cargo" includes mail;
g) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December 1944, and includes: (i) any

amendment thereto which has entered into force under Article 94(a) of the Convention and has been ratified by both Contracting Parties; and (ii) any annex or amendment adopted thereto under Article 90 of that Convention, insofar as such annex or amendment is at any given time effective for both Contracting Parties;

h) "Designated Airlines" means an airline or airlines that have been designated and authorized in accordance with Article 3 of this Agreement;

i) "Tariffs" means the prices to be charged for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, but excluding remuneration and conditions for carriage of mail;

j) "Territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;

k) "User Charges" means charges made to airlines by the competent authorities or permitted by them to be made for the provision of airport facilities, property and/or of air navigation facilities, including related services and facilities for aircraft, their crews, passengers, baggage and cargo;

2. The Annex to this Agreement is considered an integral part thereof.

3. In implementing this Agreement, the Contracting Parties shall act in conformity with the provisions of the Convention insofar as those provisions are applicable to International Air Services.

ARTICLE 2 - GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement to enable its Designated Airlines to establish and operate Agreed Services.

2. The Designated Airlines of each Contracting Party shall enjoy the following rights:

   a) to fly across the Territory of the other Contracting Party without landing;
   b) to make stops in the Territory of the other Contracting Party for non-traffic purposes, and
   c) to make stops in the Territory of the other Contracting Party, for the purpose of taking on and/or discharging international traffic in passengers, baggage and Cargo, separately or in any combination, while operating the Agreed Services.
   (d) to make stops in the said territory, at the points specified for that route in the Annex to this Agreement, for the purpose of putting down and taking on international traffic in passengers, cargo and mail, separately or in combination carried for compensation and destined for another point in the territory of that other Contracting Party or in the territory of a third state; and any rights otherwise specified in this Agreement.

3. Additionally, the airline(s) of each Contracting Party, other than those designated

under Article 3, shall also enjoy the rights specified in paragraph 2(a) and 2(b) of this Article.

4. Nothing in this Article shall be deemed to confer on any Designated Airlines of either Contracting Party the privilege of taking on, in the Territory of the other Contracting Party, passengers, baggage and Cargo carried for remuneration or hire and destined for another point within the Territory of that other Contracting Party.

5. If because of armed conflict, political disturbances or developments or special and unusual circumstances a Designated Airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangement of routes as is mutually decided by the Contracting Parties.

6. The Designated Airlines shall have the right to use all airways, airports and other facilities provided by the Contracting Parties on a non-discriminatory basis.

ARTICLE 3 - DESIGNATION AND AUTHORIZATION

1. The Aeronautical Authority of each Contracting Party shall have the right to designate one or more airlines for the purpose of operating the Agreed Services and to withdraw or alter the designation of any such airline or to substitute another airline for one previously designated. Such designation may specify the scope of the authorization granted to each airline in relation to the operation of the Agreed Services. Designations and any changes thereto shall be made in writing by the Aeronautical Authority of the Contracting Party having designated the airline to the Aeronautical Authority of the other Contracting Party.

2. On receipt of a notice of designation, substitution or alteration thereto, and on application from the Designated Airline in the form and manner prescribed, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay grant to the airline(s) designated the appropriate operating authorizations.

3. The Aeronautical Authority of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of International Air Services by such authority in conformity with the provisions of the Convention.

4. Each Contracting Party shall have the right to refuse to grant the operating authorizations referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by a Designated Airline of the rights

specified in paragraph 2 (c) of Article 2 of this Agreement, in any case where, subject to any special agreement between the Contracting Parties, it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or its nationals.

5. When an airline has been so designated and authorized, it may begin at any time to operate the Agreed Services in whole or in part, provided that a timetable is established in accordance with Article 15 of this Agreement in respect of such services.

ARTICLE 4 – REVOCATION AND LIMITATION OF OPERATING AUTHORIZATION

1. The Aeronautical Authority of each Contracting Party shall, with respect to an airline designated by the other Contracting Party, have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 of this Agreement, or to impose conditions, temporarily or permanently, as it may deem necessary on the exercise of those rights;
   a) in the case of failure by that airline to comply with the laws and regulations normally and reasonably applied by the Aeronautical Authority of the Contracting Party granting those rights in conformity with the Convention; or
   b) in case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement; or
   c) in any case where, subject to any special agreement between the Contracting Parties, it is not satisfied that the substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or its nationals; or
   d) in accordance with paragraph (6) of Article 10 of this Agreement;
   e) in the case of failure by the other Contracting Party to take appropriate action to improve safety in accordance with paragraph (2) of Article 10 of this Agreement; or
   f) in any case where the other Contracting Party fails to comply with any decision or stipulation arising from the application of Article 19 of this Agreement;

2. Unless immediate revocation, suspension, or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultation with the Aeronautical Authority of the other Contracting Party, as provided for in Article 18.

3. In the event of action by one Contracting Party under this Article, the rights of the other Contracting Party under Article 19 shall not be prejudiced.

ARTICLE 5 – PRINCIPLES GOVERNING OPERATION OF AGREED SERVICES

1. Each Contracting Party shall reciprocally allow the Designated Airlines of both Contracting Parties to compete freely in providing the international air 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. There shall be no restriction on the capacity and the number of frequencies and/or type(s) of aircraft to be operated by the Designated Airlines of both Contracting Parties in any type of service (passenger, cargo, separately or in combination). Each Designated Airline is permitted to determine the frequency, capacity it offers on the Agreed Services.

4. Neither Contracting Party shall unilaterally limit the volume of traffic, frequencies, regularity of service or the aircraft type(s) operated by the Designated Airlines of the other Contracting Party, except as may be required for customs, technical, operational or environmental requirements under uniform conditions consistent with Article 16 of the Convention.

5. Neither Contracting Party shall impose on the Designated Airlines of the other Contracting Party, a first refusal requirement, uplift ratio, no objection fee or any other requirement with respect to capacity, frequencies or traffic which would be inconsistent with the purposes of this Agreement.

ARTICLE 6 - CUSTOMS DUTIES AND OTHER CHARGES

1. Each Contracting Party exempts the Designated Airlines of the other Contracting Party from import restrictions, custom duties, direct or indirect taxes, inspection fees and all other national and/or local duties and charges on aircraft as well as their regular equipment, fuel, lubricants, maintenance equipment, aircraft tools, consumable technical supplies, spare parts including engines, aircraft stores including but not limited to such items as food, beverages, liquor, tobacco and other products for sale to or use by passengers during flight and other items intended for or used solely in connection with the operation or servicing of aircraft used by such Designated Airline operating the Agreed Services, as well as printed ticket stock, airway bills, staff uniforms, computers and ticket printers used by the Designated Airline for reservations and ticketing, any printed material which bears the insignia of the Designated Airline printed thereon and usual publicity and promotional materials distributed free of charge by such Designated Airline.

2. The exemptions granted by this Article shall apply to the items referred to in paragraph (1) of this Article which are:
   a) introduced into the Territory of one Contracting Party by or on behalf of a Designated Airline of the other Contracting Party;

b) retained on board the aircraft of a Designated Airline of one Contracting Party upon arriving in and until leaving the Territory of the other Contracting Party and/or consumed during flight over that Territory;
c) taken on board the aircraft of a Designated Airline of one Contracting Party in the Territory of the other Contracting Party and intended for use in operating the Agreed Services; whether or not such items are used or consumed wholly or partly within the Territory of the Contracting Party granting the exemption, provided such items are not alienated in the Territory of the said Contracting Party.

3. The regular airborne equipment, as well as the materials, supplies and stores normally retained on board the aircraft used by the Designated Airline of either Contracting Party may be unloaded in the Territory of the other Contracting Party only with the approval of the customs authorities of that other Contracting Party. In such case, such equipment and items shall enjoy the exemptions provided for by paragraph (1) of this Article provided that they may be required to be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

4. The exemptions provided for by this Article shall also be available in situations where the Designated Airlines of either Contracting Party have entered into arrangements with another airline(s), for the loan or transfer in the Territory of the other Contracting Party, of the regular equipment and the other items referred to in paragraph (1) of this Article, provided that that other airline enjoys the same exemption(s) from that other Contracting Party.

ARTICLE 7 – APPLICATION OF NATIONAL LAWS AND REGULATIONS

1. The laws, regulations and procedures of one Contracting Party relating to the admission to, sojourn in, or departure from its Territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its Territory, shall be applied to aircraft operated by the airline(s) of the other Contracting Party without distinction as to nationality as they are applied to its own, and shall be complied with by such aircraft upon entry into, departure from and while within the Territory of that Contracting Party.

2. The laws, regulations and procedures of one Contracting Party as to the admission to, sojourn in, or departure from its Territory of passengers, baggage, crew and cargo, transported on board the aircraft, such as regulations relating to entry, clearance, aviation security, immigration, passports, customs, currency, health, quarantine and sanitary measures or in the case of mail, postal laws and regulations shall be complied with by or on behalf of such passengers, baggage, crew and Cargo upon entry into and departure from and while within the Territory of the first Contracting Party.

3. Neither Contracting Party may grant any preference to its own or any other airline(s) over the Designated Airline(s) of the other Contracting Party in the application of the laws and regulations provided for in this Article.

4. Passengers, baggage and Cargo in direct transit across the Territory of either Contracting Party and not leaving areas of the airport reserved for such purpose shall, except in respect of security measures against violence, air piracy, narcotics control be subject to no more than a simplified control. Such baggage and Cargo shall be exempt from customs duties, excise taxes and other similar national and/or local fees and charges.

ARTICLE 8 - CODE SHARING

1. The Designated Airline(s) of both Contracting Parties may, either as a marketing carrier or as an operating carrier, freely enter into cooperative marketing arrangements including but not limited to blocked space and/or code share arrangements (including third country code share arrangements), with any other airline or airlines.

2. Before providing code sharing services, the code sharing partners shall agree as to which party shall be responsible in respect of the liability and on consumer related matters, security, safety and facilitation. The agreement setting out these terms shall be filed with both Aeronautical Authorities before implementation of the code share arrangements.

3. Such arrangements shall be accepted by the Aeronautical Authorities concerned, provided that all airlines in these arrangements have the underlying traffic rights and/or authorizations.

4. In the event of a code share arrangement, the marketing airline should, in respect of every ticket sold, ensure that it is made clear to the purchaser at the point of sale which airline will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.

5. The Designated Airline(s) of each Contracting Party may also offer code share services between any point(s) in the territory of the other Contacting Party, provided that such services are operated by an airline or airlines of the other Contracting Party.

ARTICLE 9 – CERTIFICATES OF AIRWORTHINESS AND COMPETENCY

1. Certificates of airworthiness, certificates of competency and licenses issued, or rendered valid by one Contracting Party and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the Agreed

Services provided always that such certificates or licenses were issued, or rendered valid, pursuant to and in conformity with the minimum standards established under the Convention.

2. Each Contracting Party, reserves the right, however, to refuse to recognize, for flights above its own Territory, certificates of competency and licenses granted to its own nationals by the other Contracting Party.

3. If the privileges or conditions of the licenses or certificates issued or rendered valid by one Contracting Party permit a difference from the standards established under the Convention, whether or not such difference has been filed with the International Civil Aviation Organization, the Aeronautical Authority of the other Contracting Party may, without prejudice to the rights of the first Contracting Party under Article 10(2), request consultations with the Aeronautical Authority of the other Contracting Party in accordance with Article 18, with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach satisfactory agreement shall constitute grounds for the application of Article 4(1) of this Agreement.

ARTICLE 10 – AVIATION SAFETY

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within 30 days of that request.

2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within 15 days or such longer period as may be agreed, shall be grounds for the application of Article 4(1) of this Agreement.

3. It is agreed that any aircraft operated by an airline of one Contracting Party on services to or from the Territory of the other Contracting Party may, while within the Territory of the other Contracting Party, be made the subject of an examination by the authorized representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

4. If any such ramp inspection or series of ramp inspections gives rise to:
   a) Serious concerns that an aircraft or the operation of an aircraft does not

comply with the minimum standards established at that time pursuant to the Convention; or

b) Serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention;

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licenses in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid or that the requirements under which that aircraft is operated are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by an airline of one Contracting Party in accordance with paragraph (3) of this Article is denied by a representative of that airline, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph (4) of this Article arise and draw the conclusions referred to in that paragraph.

6. Each Contracting Party reserves the right to suspend or vary the operating authorization of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.

7. Any action by one Contracting Party in accordance with paragraphs (2) or (6) of this Article shall be discontinued once the basis for taking that action ceases to exist.

ARTICLE 11 – USER CHARGES

1. Each Contracting Party shall use its best efforts to ensure that the User Charges imposed or permitted to be imposed by its competent charging bodies on the Designated Airlines of the other Contracting Party for the use of airports and other aviation facilities are just and reasonable. These charges shall be based on sound economic principles and shall not be higher than those paid by other airlines for such services.

2. Neither Contracting Party shall give preference, with respect to User Charges, to its own or to any other airline(s) engaged in similar International Air Services and shall not impose or permit to be imposed, on the Designated Airline(s) of the other Contracting Party User Charges higher than those imposed on its own Designated Airline(s) operating similar International Air Services using similar aircraft and associated facilities and services.

3. Each Contracting Party shall encourage consultations between its competent charging bodies and the Designated Airlines using the services and facilities. Reasonable notice

shall be given whenever possible to such users of any proposal for changes in User Charges together with relevant supporting information and data, to enable them to express their views before the charges are revised.

ARTICLE 12 – AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.

2. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the *Convention on Offences and Certain Other Acts Committed on Board Aircraft*, signed at Tokyo on 14 September 1963, the *Convention for the Suppression of Unlawful Seizure of Aircraft*, signed at the Hague on 16 December 1970, the *Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation*, signed at Montreal on 23 September, 1971 and the *Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation done at Montreal on 23 September 1971*, signed at Montreal on 24 February 1988, and any other agreement governing civil aviation security binding upon both Contracting Parties.

3. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities and any other relevant threat to the security of civil aviation.

4. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties.

5. In addition, the Contracting Parties shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their Territory and the operators of airports in their Territory act in conformity with such aviation security provisions as are applicable to the Contracting Parties.

6. Each Contracting Party agrees that its operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 4 above applied by the other Contracting Party for entry into, departure from, or while within the Territory of that other Contracting Party.

7. Each Contracting Party shall ensure that measures are effectively applied within its Territory to protect the aircraft and to security screen their passengers, crew and

carry-on items and to carry out appropriate security checks on baggage, Cargo and aircraft stores prior to boarding or loading. Each Contracting Party also agrees to give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

8. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate such incident or threat as rapidly as possible commensurate with minimum risk to life from such incident or threat.

9. Each Contracting Party shall take such measures as it may find practicable to ensure that an aircraft of the other Contracting Party subjected to an act of unlawful seizure or other acts of unlawful interference which is on the ground in its Territory is detained thereon unless its departure is necessitated by the overriding duty to protect the lives of its passengers and crew.

10. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the Aeronautical Authority of the first Contracting Party may request immediate consultations with the Aeronautical Authority of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for the application of paragraph (1) of Article 4 of this Agreement. When required by an emergency, a Contracting Party may take interim action under paragraph (1) of Article 4 prior to the expiry of fifteen (15) days. Any action taken in accordance with this paragraph shall be discontinued upon compliance by the other Contracting Party with the security provisions of this Article.

ARTICLE 13 - COMMERCIAL ACTIVITIES

1. The Designated Airlines of each Contracting Party shall have the right to establish in the Territory of the other Contracting Party offices for the purpose of promotion of air transportation and sale of transport documents as well as for other ancillary products and facilities required for the provision of air transportation.

2. The Designated Airlines of each Contracting Party shall be entitled, to bring into and maintain in the Territory of the other Contracting Party those of their own managerial, commercial, operational, sales, technical and other personnel and representatives as it may require in connection with the provision of air transportation.

3. Such representatives and staff requirements mentioned in paragraph 2 of this Article may, at the option of the Designated Airline, be satisfied by its own personnel of any nationality or by using the services of any other airline, organization or company operating in the Territory of the other Contracting Party and authorized to perform such services in the Territory of such other Contracting Party.

4. The Designated Airlines of each Contracting Party shall, either directly and at their discretion, through agents, have the right to engage in the sale of air transportation and its ancillary products and facilities in the Territory of the other Contracting Party. For this purpose, the Designated Airlines shall have the right to use its own transportation documents. The Designated Airline of each Contracting Party shall have the right to sell, and any person shall be free to purchase, such transportation and its ancillary products and facilities in local currency or in any other freely convertible currency.

5. The Designated Airlines of one Contracting Party shall have the right to pay for local expenses in the Territory of the other Contracting Party in local currency or provided that this is in accordance with local currency regulations, in any freely convertible currencies.

6. Each Contracting Party shall apply the Code of Conduct formulated by the International Civil Aviation Organization for the regulation and operation of Computer Reservation Systems within its Territory, consistent with other applicable regulations and obligations concerning Computer Reservation Systems.

7. The Designated Airlines shall have the right to perform its own ground handling with respect to passenger check-in operations in the Territory of the other Contracting Party. This right does not include airside ground handling services and will only be subject to constraints resulting from requirements of airport safety, security and airport infrastructure. Where safety and security considerations preclude the exercise of the right mentioned in this paragraph, such ground handling services shall be made available without preference or discrimination to any airline engaged in similar international air services.

8. On the basis of reciprocity and in addition to the right granted by paragraph (7) of this Article, each Designated Airline of one Contracting Party shall have the right to select in the Territory of the other Contracting Party, any agent from competing handling agents authorized by the competent authorities of that other Contracting Party, for the provision, in whole or in part, of handling services.

9. The Designated Airlines of one Contracting Party may also be permitted to provide ground handling services envisaged by paragraph (7) of this Article, in whole or in part, for other airlines serving the same airport in the Territory of the other Contracting Party.

10. All the above activities shall be carried out in accordance with the applicable laws and regulations in force in the Territory of the other Contracting Party.

ARTICLE 14 – TRANSFER OF FUNDS

1. Each Contracting Party grants to the Designated Airlines of the other Contracting Party the right to transfer freely the excess of receipts over expenditure earned by such airlines in its Territory in connection with the sale of air transportation, sale of other ancillary products and services as well as commercial interest earned on such revenues (including interest earned on deposits awaiting transfer). Such transfers shall be effected in any convertible currency, in accordance with the foreign exchange regulations of the Contracting Party in the Territory of which the revenue accrued. Such 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, the latter shall have a right to impose reciprocal restrictions on the Designated Airlines of the first Contracting Party.

3. In the event that there exists, a special agreement between the Contracting Parties for the avoidance of double taxation, or in the case where there is a special agreement ruling the transfer of funds between the two Contracting Parties, such agreement shall prevail.

ARTICLE 15 - APPROVAL OF TIMETABLES

1. The Designated Airlines of each Contracting Party shall submit for approval to the Aeronautical Authority of the other Contracting Party prior to the inauguration of its services, the timetable of intended services, specifying the frequency, the type of aircraft, and period of validity. This requirement shall likewise apply to any modification thereof.

2. If a Designated Airline wishes to operate ad-hoc flights supplementary to those covered in the approved timetables, it shall obtain prior permission of the Aeronautical Authority of the Contracting Party concerned, who shall give positive and favorable consideration to such request.

ARTICLE 16 – TARIFFS

1. Each Contracting Party shall allow Tariffs to be established by each Designated Airline based upon its commercial considerations in the market place. Neither Contracting Party shall require the Designated Airlines to consult other airlines about the tariffs they charge or propose to charge.

2. Each Contracting Party may require prior filing with its Aeronautical Authorities, of prices to be charged to or from its Territory by Designated Airlines of both Contracting Parties. Such filing by or on behalf of the Designated Airlines may be required by no more than 30 days before the proposed date of effectiveness. In individual cases, filing may be permitted on shorter notice than normally required. If a Contracting Party permits an airline to file a price on short notice, the price shall become effective on the proposed date for traffic originating in the territory of that Contracting Party.

3. Except as otherwise provided in this Article, neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged or charged by a Designated Airline of either Contracting Party for international air transportation.

4. Intervention by the Contracting Parties shall be limited to:-
   (a) Prevention of Tariffs whose application constitutes anti-competitive behavior which has or is likely to or intended to have the effect of crippling a competitor or excluding a competitor from a route;
   (b) protection of consumers from prices that are unreasonably high or restrictive due to the abuse of a dominant position; and
   (c) Protection of Designated Airlines from prices that are artificially low.

5. If a Contracting Party believes that a price proposed to be charged by a Designated Airline of the other Contracting Party for international air

transportation is inconsistent with considerations set forth in paragraph (4) of this Article, it shall request consultations and notify the other Contracting Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than 30 days after receipt of the request, and the Contracting Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the Contracting Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each Contracting Party shall use its best efforts to put that agreement into effect. Without such mutual agreement to the contrary, the previously existing price shall continue in effect.

ARTICLE 17 - EXCHANGE OF INFORMATION

1. The Aeronautical Authorities of both Contracting Parties shall exchange information, as promptly as possible, concerning the current authorizations extended to their respective Designated Airlines to render service to, through, and from the Territory of the other Contracting Party. This will include copies of current certificates and authorizations for services on proposed routes, together with amendments or exemption orders.

2. The Aeronautical Authorities of either Contracting Party shall supply to the Aeronautical Authorities of the other Contracting Party, at their request, such periodic or other statements of statistics of traffic uplifted from and discharged in the territory of that other Contracting Party as may be reasonably required.

ARTICLE 18 - CONSULTATION

1. In a spirit of close cooperation, the Aeronautical Authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of and satisfactory compliance with, the provisions of this Agreement and either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of this Agreement.

2. Subject to Articles 4, 10 and 12, such consultations, which may be through discussion or correspondence, shall begin within a period of sixty (60) days of the date of receipt of such a request, unless otherwise agreed by both Contracting Parties.

ARTICLE 19 - SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement the Contracting Parties shall in the first place endeavor to settle it by negotiation.

2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body for mediation.

3. If the Contracting Parties do not agree to mediation, 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 60 days of receipt of a request for arbitration, each Contracting Party shall appoint one arbitrator. A national of a third State, who shall act as the President of the tribunal, shall be nominated as the third arbitrator by the two appointed arbitrators within 60 days of the appointment of the second;
   b) If within the time limits specified above any appointment has not been made, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to make the necessary appointment within 30 days. If the President is of the same nationality as one of the Contracting Parties, the most senior Vice President who is not disqualified on that same ground shall make the appointment. In such case the arbitrator or arbitrators appointed by the said President or the Vice President as the case may be, shall not be nationals or permanent residents of the States parties to this Agreement.

4. Except as hereinafter provided in this Article or otherwise agreed by the Contracting Parties, the tribunal shall determine the place where the proceedings will be held and the limits of its jurisdiction in accordance with this Agreement. The tribunal shall establish its own procedure. A conference to determine the precise issues to be arbitrated shall be held not later than 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 45 days after the tribunal is fully constituted. Replies shall be due 60 days later. The tribunal shall hold a hearing at the request of either Contracting Party, or at its discretion, within 30 days after replies are due.

6. The tribunal shall attempt to give a written decision within 30 days after completion of the hearing or, if no hearing is held, 30 days after both replies are submitted. The decision shall be taken by a majority vote.

7. The Contracting Parties may submit requests for clarification of the decision within 15 days after it receives the decision of the tribunal, and such clarification shall be issued

within 15 days of such request.

8. The Contracting Parties shall comply with any stipulation, provisional ruling or final decision of the tribunal.

9. Subject to the final decision of the tribunal, the Contracting Parties shall bear the costs of its arbitrator and an equal share of the other costs of the tribunal, including any expenses incurred by the President or Vice President of the Council of the International Civil Aviation Organization in implementing the procedures in paragraph 3(b) of this Article.

10. If, and as long as, either Contracting Party fails to comply with a decision contemplated in paragraph (8) of this Article, the other Contracting Party may limit, suspend or revoke any rights or privileges which it has granted under this Agreement to the Contracting Party in default.

ARTICLE 20 - AMENDMENT OF AGREEMENT

1. Subject to the provisions of paragraph (2) of this Article, if either Contracting Party considers it desirable to amend any provision of this Agreement, such amendment shall be agreed upon in accordance with the provisions of Article 18 and shall be effected by an Exchange of Diplomatic Notes and will come into effect on a date to be determined by the Contracting Parties, which date shall be dependent upon the completion of the relevant internal ratification process of each Contracting Party.

2. Any amendments to the Annex to this Agreement may be agreed directly between the Aeronautical Authorities of the Contracting Parties. Such amendments shall enter into force from the date they have been agreed upon.

3. This Agreement shall, subject to the necessary changes, be deemed to have been amended by those provisions of any international convention or multilateral agreement which becomes binding on both Contracting Parties.

ARTICLE 21 - REGISTRATION

This Agreement and any amendments thereto, other than amendments to the Annex, shall be submitted by the Contracting Parties to the International Civil Aviation Organization for registration.

ARTICLE 22 - TERMINATION

1. Either Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) months after the date of receipt of notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period.

2. In the absence of acknowledgment of receipt of a notice of termination by the other Contracting Party, notice shall be deemed to have been received by it fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 23 – ENTRY INTO FORCE

This Agreement shall be provisionally made effective from the date of signature and shall enter into force on the day the last written notification is received by diplomatic note confirming that the Contracting Parties have fulfilled all respective internal procedures required for the entry into force of this Agreement.

IN WITNESS WHEREOF the undersigned being duly authorized thereto by their respective Governments, have signed this Agreement in duplicate in English and Portuguese Languages, all texts being equally authentic and each Party retains one original in each language for implementation. In the event of any divergence of interpretation, the English text shall prevail.

Done at Kigali on this 10th day of March, in the year Two Thousand Seventeen.

FOR THE GOVERNMENT OF THE REPUBLIC OF RWANDA

Dr. Alexis NZAHABWANIMANA
Minister of State in charge of Transport

FOR THE GOVERNMENT OF DEMOCRATIC REPUBLIC OF SAO TOMÉ AND PRINCIPE

Eng. Carlos VILA NOVA
Minister of Infrastructures, Natural Resources and Environment

ANNEX
ROUTE SCHEDULE

Section 1:
Routes to be operated by the Designated Airline(s) of Rwanda.

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points in the Republic of Rwanda	Any Points	Any Points in Democratic Republic of **Sao** Tomé and Principe	Any Points

Section 2:
Routes to be operated by the Designated Airline(s) of **SaoTome and Principe**

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points in Republic of **Sao Tome and Principe**	Any Points	Any Points in the Republic of Rwanda	Any Points

Operation of the Agreed Services

1. The Designated Airline(s) of both Contracting Parties may, on any or all flights and at its option, operate in either or both directions; serve intermediate and beyond points on the routes in any combination and in any order; omit calling at any or all intermediate or beyond point(s); terminate its services in the territory of the other Contracting Party and/or in any point beyond that territory; serve points within the territory of each Contracting Party in any combination; transfer traffic from any aircraft used by them to any other aircraft at any point or points in the route; combine different flight numbers within one aircraft operation; and use owned or leased aircraft.

2. The Designated Airline(s) of both Contracting Parties are entitled to exercise, in any type of service (passenger, cargo, separately or in combination), full fifth freedom traffic rights to/from any intermediate or beyond point(s) without any restriction whatsoever.

3. Subject to a separate agreement between the aeronautical authorities of both Contracting Parties, the Designated Airline(s) of either Contracting Party may also enjoy the full seventh freedom traffic rights.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 028/01 ryo ku wa 31/01/2020 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika Iharanira Demokarasi ya *São Tomé* na *Príncipe* ajyanye no gutwara abantu n'ibintu mu kirere mu ifasi yazo no hanze yayo, yakorewe i Kigali, ku wa 10 Werurwe 2017

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Presidential Order n° 028/01 of 31/01/2020 ratifying the Agreement between the Government of the Republic of Rwanda and the Government of the Democratic Republic of São Tomé and Príncipe for Air Services between and beyond their respective territories, done at Kigali, on 10th March 2017

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à l'Arrêté Présidentiel n° 028/01 du 31/01/2020 ratifiant l'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Démocratique de São Tomé-et-Príncipe pour les services aériens entre leurs territoires respectifs et au-delà, fait à Kigali, le 10 mars 2017

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA N° 029/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA Y'UBWAMI BWA ARABIYA SAWUDITE AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I NAYIROBI, KU WA 13 UKUBOZA 2018

PRESIDENTIAL ORDER N° 029/01 OF 31/01/2020 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE KINGDOM OF SAUDI ARABIA, DONE AT NAIROBI, ON 13TH DECEMBER 2018

ARRÊTÉ PRÉSIDENTIEL N° 029/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU ROYAUME D'ARABIE SAOUDITE, FAIT À NAIROBI, LE 13 DÉCEMBRE 2018

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

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ITEKA RYA PEREZIDA N° 029/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA Y'UBWAMI BWA ARABIYA SAWUDITE AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I NAYIROBI, KU WA 13 UKUBOZA 2018

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;

Dushingiye ku Itegeko n° 59/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma y'Ubwami bwa Arabiya Sawudite ajyanye no gutwara abantu n'ibintu mu kirere, yakorewe i Nayirobi muri Kenya, ku wa 13 Ukuboza 2018;

Tumaze kubona Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma y'Ubwami bwa Arabiya Sawudite ajyanye no gutwara abantu n'ibintu mu kirere, yakorewe i Nayirobi, ku wa 13 Ukuboza 2018;

PRESIDENTIAL ORDER N° 029/01 OF 31/01/2020 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE KINGDOM OF SAUDI ARABIA, DONE AT NAIROBI, ON 13TH DECEMBER 2018

We, KAGAME Paul,
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015; especially in Articles 112, 120, 122, 167, 168 and 176;

Pursuant to Law n° 59/2019 of 25/10/2019 authorizing the ratification of the Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Kingdom of Saudi Arabia, done at Nairobi, Kenya, on 13 December 2018;

Considering the Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Kingdom of Saudi Arabia, done at Nairobi, on 13th December 2018;

ARRÊTÉ PRÉSIDENTIEL N° 029/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU ROYAUME D'ARABIE SAOUDITE, FAIT À NAIROBI, LE 13 DÉCEMBRE 2018

Nous, KAGAME Paul,
Président de la République;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;

Vu la Loi n° 59/2019 du 25/10/2019 autorisant la ratification de l'Accord relatif aux Services Aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Royaume d'Arabie Saoudite, fait à Nairobi au Kenya, le 13 décembre 2018;

Considérant L'Accord Bilatéral sur les Services Aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Royaume d'Arabie Saoudite et au-delà fait à Nairobi, le 13 décembre 2018;

Bisabwe na Minisitiri w'Ibikorwa Remezo;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE:

Ingingo ya mbere: Kwemezwa burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma y'Ubwami bwa Arabiya Sawudite ajyanye no gutwara abantu n'ibintu mu kirere, yakorewe i Nayirobi, ku wa 13 Ukuboza 2018, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

On proposal by the Minister of Infrastructure;

After consideration and approval by the Cabinet;

HAVE ORDERED AND ORDER:

Article One: Ratification

The Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Kingdom of Saudi Arabia, done at Nairobi, on 13th December 2018, annexed to this Order, is ratified and becomes fully effective.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.

Article 3: Commencement

This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Sur proposition du Ministre des Infrastructures;

Après examen et adoption par le Conseil des Ministres;

AVONS ARRÊTÉ ET ARRÊTONS:

Article premier: Ratification

L'Accord relatif aux Services Aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Royaume d'Arabie Saoudite, fait à Nairobi, le 13 décembre 2018, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

Article 2: Autorités chargées de l'exécution du présent arrêté

Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.

Article 3: Entrée en vigueur

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA N° 029/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA Y'UBWAMI BWA ARABIYA SAWUDITE AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I NAYIROBI, KU WA 13 UKUBOZA 2018

ANNEX TO PRESIDENTIAL ORDER N° 029/01 OF 31/01/2020 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE KINGDOM OF SAUDI ARABIA, DONE AT NAIROBI, ON 13TH DECEMBER 2018

ANNEXE A L'ARRÊTÉ PRÉSIDENTIEL N° 029/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU ROYAUME D'ARABIE SAOUDITE, FAIT À NAIROBI, LE 13 DÉCEMBRE 2018

AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE KINGDOM OF SAUDI ARABIA

PREAMBLE

The Government of the Republic of Rwanda and the Government of the Kingdom of Saudi Arabia (hereinafter, "the Contracting Parties");

Being Parties to the Convention on International Civil Aviation, opened for signature at Chicago on 7 December, 1944;

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 services 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 at the lowest prices that are not discriminatory and do not represent abuse of a dominant position, and wishing to encourage individual airlines to develop and implement innovative and competitive prices; and

Desiring to ensure the highest degree of safety and security in international air services and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardise the safety of persons or property, adversely affect the operation of air services, and undermine public confidence in the safety of civil aviation.

Have agreed as follows:

ARTICLE 1
DEFINITIONS

For the purpose of this Agreement, unless the context otherwise requires:

1. The term "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944 and includes any Annexes and amendments adopted under Articles 90 and 94 of the Convention thereof so far as those Annexes and amendments have become effective for or been ratified by both Contracting Parties.

2. The term "Aeronautical Authorities" means 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 the case of the Government of the Kingdom of Saudi Arabia, the General Authority of Civil Aviation, in both cases, any other person or body authorized to perform any functions presently exercised by the said Aeronautical Authorities;

3. The term "designated airline" means an airline, designated and authorized in accordance with Article 3 (Designation and Authorization) of this Agreement;

4. The term "tariff" means the prices to be paid for the carriage of passengers, cargo and baggage 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;

5. The term "territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention.

6. The terms "air service", "International air service", "airline" and "stop for non-traffic purposes" have the meaning respectively assigned to them in Article 96 of the Convention.

7. The term "Agreement" means this Agreement, its Annexes and any amendments thereto.

8. The term "Schedule" means the Schedule of the routes to operate air transportation services annexed to this Agreement and any amendments thereto as agreed in accordance with the provisions of Article 17 (Consultation and Amendment) of this Agreement.

9. The term "capacity" in relation to "an aircraft" means the payload of that aircraft available on a route or section of a route.

10. The term "spare parts" means articles of a repair or replacement nature for incorporation in an aircraft, including engines.

11. The term "regular equipment" means articles, other than stores and spare parts of a removable nature, for use on board an aircraft during flight, including first aid and survival equipment.

12. The term "facilities and airport Charges" means Charges made to airlines for the provision of aircraft, their crews and passengers of airport and air navigation facilities, including related services and facilities.

13. The term "air transportation" means the public carriage by aircraft of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;

14. The term "domestic air transportation" is air transportation in which passengers, baggage, cargo and mail which are taken on board in a State territory are destined to another point in that same State's territory;

15. The term "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;

16. The term "intermodal air transportation" means the public carriage by aircraft and by one or more surface modes of transport of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;

17. The term "ICAO" means the International Civil Aviation Organization;

18. The term "Code-Share" means cooperative marketing arrangements between two or more designated airlines for conducting operations.

ARTICLE 2
GRANTING OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing and operating scheduled international air services on the routes specified in the Schedule annexed to this Agreement. Such services and routes are hereinafter called "the agreed services" and "the specified routes" respectively.

2. An airline designated by each Contracting Party shall enjoy exercising, whilst operating an agreed service on a specified route, the following rights:

   a) to fly, without landing, across the territory of the other Contracting Party;

   b) to make stops in the said territory for non-traffic purposes; and

   c) to make stops in the said territory at the points specified for that route in the schedule annexed to this Agreement, for the purpose of putting down and taking on international traffic in passengers, cargo, baggage and mail.

3. The exercise of traffic rights in intermediate and beyond points specified in the routes schedule annexed to this Agreement is subject to the negotiation and agreement of the designated airlines of the Contracting Parties and approval of their Competent Authorities.

4. Nothing in paragraphs (1) and (2) of this Article shall be deemed to confer on the airline(s) of one Contracting Party the privilege of taking on, in the territory of the other Contracting Party, passengers, cargo, baggage or mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

ARTICLE 3
DESIGNATION AND AUTHORIZATION

1. Each Contracting Party shall have the right to designate 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, and of application from the designated airline, in the form and manner prescribed for operating authorization, each Contracting Party shall grant the appropriate operating authorization with minimum procedural delay, provided that:

   a) the airline is and remains substantially owned and effectively controlled by nationals of the Contracting Party designating the airline;

   b) the Contracting Party designating the airline is in compliance with the provisions set forth in Article 13 (Air Safety) and Article 14 (Aviation Security); and

   c) the designated airline is qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Party receiving the designation.

ARTICLE 4
WITHHOLDING, REVOCATION AND LIMITATION OF AUTHORIZATION

The aeronautical authorities of each Contracting 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 Contracting Party, and to revoke, suspend or impose conditions on such authorizations, temporarily or permanently:

   a) in the event that they are not satisfied that the airline is and remains substantially owned and effectively controlled by nationals of the Contracting Party designating the airline.

   b) in the event of failure of the Contracting Party designating the airline to comply with the provisions set forth in Article 13(Air Safety) and Article 14 (Aviation Security); and

   c) in the event of failure that such designated airline is qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Contracting Party receiving the designation.

ARTICLE 5
FACILITIES AND AIRPORT CHARGES

1. Each Contracting Party shall designate an airport or airports in its territory for the use of the designated airline(s) of the other Contracting Party on specified routes and provide designated airline of the other Contracting Party with communicative, aviation and meteorological facilities and other services necessary for the operation of the agreed services.

2. Neither Contracting Party shall 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 may request consultations on user charges, and any changes imposed on such charges.

ARTICLE 6
EXEMPTION FROM CUSTOMS AND OTHER DUTIES

1. Aircraft of the designated airline(s) of the other Contracting Party operating international services as well as supplies of fuel, lubricating oils, other consumable technical supplies, spare parts, regular equipment and stores retained on board shall, upon arriving in or leaving the territory of the other Contracting Party, be exempted on the basis of reciprocity from customs duties, and taxes inspection fees and other similar duties or charges, provided such equipment and supplies 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 exemption 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, within airport boundaries and, within limits fixed by the authorities of the said Contracting Party, and for use on board outbound an aircraft engaged in an international air service of the other Contracting Party;

   b) Spare parts entered into the territory of either Contracting Party, within airport boundaries and for the maintenance or repair of aircraft used on international air services by the designated airlines of the other Contracting Party;

   c) Fuel and lubricants to supply outbound aircraft operated on international services by the airlines designated by the other Contracting Party, 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.

3. Materials referred to in paragraph 2 above may be placed under the supervision or control of the Customs Authorities up to such time as they may be re-exported or otherwise disposed of in accordance with customs regulations.

4. There shall also be exemption from all customs duties and taxes on a reciprocal basis for official documents bearing the badge of the airline such as luggage tags, air tickets, airway bills, boarding cards, and timetables imported into the territory of either Contracting Party for the exclusive use by the designated airline of the other Contracting Party.

ARTICLE 7
PRINCIPLES GOVERNING OPERATION OF THE AGREED SERVICES

1. The designated airline(s) of the two Contracting Parties shall be afforded fair and equal opportunity in the operation of the agreed services on the specified routes.

2. In operating the agreed services, the designated airline(s) of each Contracting Party shall take into account the interests of the 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 airline(s) of the Contracting Parties 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, cargo, baggage and mail between the territory of the Contracting Party designating the airline and the territory of the other Contracting Party. 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 agreed between the two Contracting Parties since capacity is 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;

   c) The requirements of through airline operation.

4. In order that the designated airline(s) to be afforded fair and equal treatment, the frequency of the services and their capacity, as well as the flight schedules shall be subject to approval by the Aeronautical Authorities of the two Contracting Parties. This requirement should also be met in case of any change concerning the agreed services.

5. The Aeronautical Authorities of the two Contracting Parties should, if necessary, endeavour to reach a satisfactory arrangement regarding flight schedules, capacity and frequencies.

ARTICLE 8
APPROVAL OF TIMETABLES

The designated airline(s) of either Contracting Party shall, not later than sixty (60) days prior to the date of operation of any agreed service(s), submit its proposed time-tables to the Aeronautical Authorities of the other Contracting Party for approval. Such timetables shall include the type of service and aircraft to be used, the flight schedule and any other relevant information. This shall, likewise, apply to any subsequent changes. In special cases this time limit may be reduced subject to the approval of the said Authorities.

ARTICLE 9
SUPPLY OF STATISTICS

The Aeronautical Authorities of either Contracting Party shall supply the Aeronautical Authorities of the other Contracting Party, at their request, with such information and statistics relating to the traffic carried on the agreed services by their designated airlines to and from the territory of the other Contracting Party as may normally be prepared and submitted by the designated airline(s) to its National, Aeronautical Authorities. Such data shall include details on volume, distribution, origin and destination of the traffic. Any additional statistical traffic data which the Aeronautical Authorities of the Contracting Party may desire from the Aeronautical Authorities of the other Contracting Party shall, upon request, be a subject of mutual discussion and agreement between the two Contracting Parties.

ARTICLE 10
APPLICABILITY OF LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party shall apply to the navigation and operation of the aircraft of the airline(s) designated by the other Contracting Party during entry into, stay in and departure from the territory of the first Contracting Party.

2. The laws and regulations of one Contracting Party governing entry into, stay in and departure from its territory of passengers, baggage, crew, cargo or mail such as formalities regarding entry, exit, emigration, immigration, customs, currency, health and quarantine shall apply to passengers, crew, cargo and mail carried by the aircraft of the designated airline of the other Contracting Party while they are within the said territory.

3. Each Contracting Party shall, upon request, supply the other Contracting Party with copies of the relevant laws and regulations referred to in this Article.

4. Neither Contracting Party may grant any preference to its own airline with regard to the designated airline of the other Contracting Party in the application of the laws and regulations provided for in this Article.

ARTICLE 11
TRANSFER OF EARNINGS

1. Each Contracting Party grants to the designated airline(s) of the other Contracting Party the right of flexible transfer, in accordance with the foreign exchange regulations of the Contracting Party in the territory of which the revenue accrued, in connection with the carriage of passengers, mail and cargo. No charges other than normal bank charges shall be applicable to such transfers.

2. If a Contracting Party imposes restrictions on the transfer of revenue accrued by the designated airline(s) of the other Contracting Party, the latter have the right to impose reciprocal restrictions on the designated airline of that Contracting Party.

ARTICLE 12
RECOGNITION OF CERTIFICATES AND LICENSES

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party and still in force shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services 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. However, each Party reserves the right 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 Contracting Party.

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 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 the International Civil Aviation Organization, the other Contracting Party may request consultations between the aeronautical authorities with a view to clarifying the practice in question.

ARTICLE 13
AIR SAFETY

1. Each Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within (30) thirty days of that request.

If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards that meet the Standards established at that time pursuant to the Convention, the other Contracting Party shall be informed of such findings and of the steps considered necessary to conform with the ICAO Standards. The other Contracting Party shall then take appropriate corrective action within (13)thirteen days or an agreed time period.

2. Pursuant to Article (16) of the Convention (signed in Chicago in 1944), any aircraft operated, or any aircraft which its ownership does not belong to the designated airlines of either of the Contracting Party in accordance with the designation provision of this agreement and is utilized to conduct air services operation in accordance with the provision of this agreement to and from the territory of the other Contracting Party through leasing arrangements from another air carrier belonging to the state of either Contracting Party or third Contracting Party state, be the subject of a search by the authorized representatives of the other Contracting Party. 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, provided this does not cause unreasonable delay in the operation of the aircraft.

3. When an urgent action is essential to ensure the safety of an airline operation, each Contracting Party reserves the right to immediately suspend the operating authorization of an airline or airlines of the other Party.

4. Any action by one Contracting Party in accordance with paragraph (3) above shall be discontinued once the basis of the taking of that action ceases to exist.

ARTICLE 14
AVIATION SECURITY

1. The Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall, in particular, act in conformity to the provisions of the Convention of 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 supplementary 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, done at Montreal on 1 March 1991, as well as any other convention or protocol relating to civil aviation security 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 to 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 the Contracting Parties; they shall require that

operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity to 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. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, occurs to their passengers and crew, airport or air navigation facilities, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

ARTICLE 15
AIRLINE COMMERCIAL REPRESENTATION

1. The designated airline(s) of one Contracting Party shall be entitled, in accordance with the laws and regulations relating to entry, residence and employment of the other Contracting Party, to bring in and maintain in the territory of the other Contracting Party those of its own managerial, technical, operational and other specialist staff who are required for the provisions of the present air services.

2. These staff requirements may, at the option of the designated airline or airlines of one Contracting Party, be satisfied by its own personnel or by using the services of any other organization, company or airline operating in the territory of the other Contracting Party and authorized to perform such services for other airlines.

3. The representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party, and consistent with such laws and regulations:

   a) each Contracting Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article; and

   b) both Contracting Parties shall facilitate and expedite the requirement of employment authorizations for personnel performing certain temporary duties.

ARTICLE 16
TARIFFS

1. The tariffs to be charged by the designated airline(s) of the Contracting Parties for the agreed services shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of service and the tariffs of the other airlines operating scheduled services over the whole or part of the same routes.

2. The tariffs referred to in paragraph (1) of this Article shall, if possible, be determined on the basis of the forces of supply and demand in the market.

3. The tariffs implemented shall be filed to the Aeronautical Authorities of both Contracting Parties for record keeping purposes and proper reaction against any unfair competitive behavior in the market.

4. If any dispute arises between the designated airline(s) of either of the Contracting Parties due to unfair competitive practice in the market related to tariff implications, it should be settled in accordance with the provisions of Article 33 (Settlement of Disputes) of this Agreement.

5. The Contracting Parties shall endeavor to ensure that active and effective machinery exists within their jurisdictions to investigate violations by any airline, passenger or freight agent, tour organizer, or freight forwarder, of tariffs established in accordance with this Article. They shall furthermore ensure that the violation of such tariffs is punishable by deterrent measures on a consistent and non-discriminatory basis.

ARTICLE 17
CONSULTATION AND AMENDMENT

1. In a spirit of close co-operation, the two Contracting Parties or their Aeronautical Authorities 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 Annexes thereto.

2. If either Contracting Party considers it desirable to amend any of the provisions of this Agreement, it may request consultation with the other Contracting Party. Such consultation shall begin within a period of sixty (60) days from the date of the request. Any amendments so agreed shall come into force when they have been confirmed by an exchange of diplomatic notes following completion of the constitutional or otherwise required procedures.

3. Amendments relating only to the provisions of this Agreement other than those of the annexed Schedules and Memorandum of Understanding shall be approved by each Contracting Party in accordance with its constitutional procedures.

4. Amendments relating only to the provisions of the annexed Schedules and Memorandum of Understanding may be agreed upon between the Aeronautical Authorities of both Contracting Parties. Such amendments will become effective as soon as they are approved by both Aeronautical Authorities.

ARTICLE 18
SECURITY OF TRAVEL DOCUMENTS

1. Each Contracting Party agrees to adopt measures to ensure the security of their passports and other travel documents.

2. In this regard, each Contracting Party agrees to establish controls on the lawful creation, issuance, verification and use of passports and other travel documents and identity documents issued by, or on behalf of, that Contracting Party.

3. Each Contracting Party also agrees to establish or improve procedures to ensure that travel and identity documents issued by it are of such quality that they cannot easily be misused and cannot readily be unlawfully altered, replicated or issued.

4. Pursuant to the objectives above, each Contracting Party shall issue their passports and other travel documents in accordance with ICAO related Documents and Regulations.

5. Each Contracting Party further agrees to exchange operational information regarding forged or counterfeit travel documents, and to cooperate with the other to strengthen resistance to travel document fraud, including the forgery or counterfeiting of travel documents, the use of forged or counterfeit travel documents, the use of valid travel documents by imposters, the misuse of authentic travel documents by rightful holders in furtherance of the commission of an offence, the use of expired or revoked travel documents, and the use of fraudulently obtained travel documents.

ARTICLE 19
INADMISSIBLE AND UNDOCUMENTED PASSENGERS AND DEPORTEES

1. Each Contracting Party agrees to establish effective border controls.

2. In this regard, each Contracting Party agrees to implement the Standards and Recommended Practices of Annex 9 (Facilitation) to the Convention concerning inadmissible and undocumented passengers and deportees in order to enhance cooperation to combat illegal migration.

3. Pursuant to the objectives above, each Contracting Party agrees to issue, or to accept, as the case may be, the letter relating to "fraudulent, falsified or counterfeit travel documents or genuine documents presented by imposters" set out in Appendix 9 (2) to Annex 9 when taking action under relevant paragraphs of Chapter 3 of the Annex regarding the seizure of fraudulent, falsified or counterfeit travel documents.

ARTICLE 20
DIRECT TRANSIT

Passengers, baggage and cargo in direct transit through the territory of any Contracting 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, prevention of illegal entry or in special circumstances. In this regard, baggage and cargo in direct transit shall be exempt from any customs duties.

ARTICLE 21
FAIR COMPETITION

Each Contracting Party agrees:

a) that each designated airline shall have a fair and equal opportunity to compete in providing the international air transportation governed by the agreement; and

b) to take action to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of a designated airline of the other Contracting Party.

ARTICLE 22
SAFEGUARDS

1. The Contracting Parties agree that the following airline practices may be regarded as possible unfair competitive practices that may merit closer examination:

   a) charging fares and rates on routes at levels which are, in the aggregate, insufficient to cover the costs of providing the services to which they relate;

   b) the addition of excessive capacity or frequency of service;

   c) the practices in question are sustained rather than temporary;

   d) the practices in question have a serious negative economic effect on, or cause significant damage to, another airline;

   e) the practices in question reflect an apparent intent or have the probable effect, of crippling, excluding or driving another airline from the market; and

2. If the aeronautical authorities of one Contracting Party consider that an operation or operations intended or conducted by the designated airline of the other Contracting Party may constitute unfair competitive behaviour in accordance with the indicators listed in paragraph 1, they may request consultation in accordance with Article17 (Consultation and Amendment) with a view to resolving the problem. Any such request shall be accompanied by notice of the reasons for the request, and the consultation shall begin within fifteen (15) days of the request.

3. If the Contracting Parties fail to reach a resolution of the problem through consultations, either Contracting Party may invoke the dispute resolution mechanism under Article33 (Settlement of disputes) to resolve the dispute.

ARTICLE 23
COMPETITION LAWS

1. The Contracting Parties shall inform each other 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 Contracting Parties shall, to the extent permitted under their own laws and regulations, assist each other's airlines by providing guidance as to the compatibility of any proposed airline practice with their competition laws, policies and practices.

3. The Contracting 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; the consultation process contained in Article 17 of this Agreement shall, if so requested by either Contracting Party, be used to determine whether such a conflict exists and to seek ways of resolving or minimizing it.

4. In the event agreement is not reached, in implementing competition laws, policies, and practices, each Contracting Party shall give full and sympathetic consideration to the views expressed by the other Contracting Party and shall have regard to international comity, moderation and restraint.

ARTICLE 24
SALE AND MARKETING OF AIR SERVICE PRODUCTS

1. Each Contracting Party shall accord airlines of the other Contracting Party the right to sell and market international air services and related products in its territory (directly or through agents or other intermediaries of the airline's choice), including the right to establish offices, both on-line and off-line.

2. Each airline shall have the right to sell transportation in the currency of that territory or, at its discretion, in freely convertible currencies of other countries, and any person shall be free to purchase such transportation in currencies accepted by that airline.

ARTICLE 25
CHANGE OF GAUGE

1. Each designated airline may on any or all flights on the agreed services and at its option, change aircraft in the territory of the other Contracting Party or at any point along the specified routes, provided that:

   a) Aircraft used beyond the point of change of aircraft shall be scheduled in coincidence with the inbound or outbound aircraft, as the case may be; and

   b) In the case of a change of aircraft in the territory of the other Contracting Party and where more than one aircraft is operated beyond the point of change, not more than one such aircraft may be of equal size and none may be larger than the aircraft used on the third and fourth freedom sector.

2. For the purpose of change of gauge operations, a designated airline may use its own equipment and, subject to national regulations, leased equipment, and may operate under commercial arrangements with another airline.

3. A designated airline may use different or identical flight numbers for the sectors of its change of aircraft operations.

ARTICLE 26
GROUND HANDLING

Subject to applicable safety provisions, including ICAO Standards and Recommended Practices contained in Annex 6, the designated airline may choose from among competing providers of ground handling services.

ARTICLE 27
CODESHARING/ COOPERATIVE ARRANGEMENTS

1. When operating or holding out the agreed services on the specified routes, the designated airline of one Contracting Party, whether as the operating or marketing airline may, subject to the laws or regulations made pursuant to those laws of the Contracting Party designating it, enter into cooperative marketing arrangements, including but not limited to, joint ventures, blocked space or code sharing with:

   a) an airline or airlines of the same Contracting Party; and/or

   b) an airline or airlines of the other Contracting Party; and/or

   c) an airline or airlines of a third country.

2. The entitlements set out in paragraph (1) of this Article may be exercised only where:

   a) all such airlines hold appropriate traffic rights and/or authorizations to operate on the route and segments concerned; and

   b) in respect of any tickets sold, the airline makes it clear to the purchaser at the point of sale that it is a codeshare service, which airline will actually operate each sector of the

service and with which airline or airlines the purchaser is entering into a contractual relationship.

3. The capacity offered by a designated airline as the marketing airline on services operated by other airlines shall not be counted against the capacity entitlements of the Contracting Party designating the marketing airline.

ARTICLE 28
AIRCRAFT LEASING

1. Either Contracting Party may prevent the use of leased aircraft for services under this agreement which does not comply with Articles 13 (Air Safety) and 14 (Aviation Security).

2. Subject to paragraph 1 above, the designated airlines of each Contracting Party may provide services under this agreement by:

   a) using aircraft dry-leased from any [company including] airlines;

   b) using aircraft wet-leased from other airlines of the same Contracting Party;

   c) using aircraft wet-leased from airlines of the other Contracting Party; and

   d) using aircraft wet-leased from airlines of third countries,

provided that all airlines participating in the arrangements listed in b), c) and d) above, hold the appropriate authorization and meet the requirements normally applied to those arrangements.

3. Notwithstanding paragraph 2 d) above, the designated airlines of each Contracting Party may provide services under this agreement by using aircraft wet-leased on a short-term, ad hoc basis from airlines of third countries.

ARTICLE 29
INTERMODAL SERVICES

Each designated airline may employ their own or use others services for the surface transport of passengers and/or air cargo.

ARTICLE 30
COMPUTER RESERVATION SYSTEMS (CRS)

Each Contracting Party shall apply the ICAO Code of Conduct for the Regulation and Operation of Computer Reservation Systems within its territory.

ARTICLE 31
ENVIRONMENTAL PROTECTION

The Contracting Parties support the need to protect the environment by promoting the sustainable development of aviation. The Contracting Parties agree with regard to operations between their respective territories to comply with the ICAO Standards and Recommended Practices (SARPs) of Annex 16 and the existing ICAO policy and guidance on environmental protection.

ARTICLE 32
BAN ON SMOKING

1. Each Contracting Party shall prohibit smoking on all flights carrying passengers between the territories of the Contracting Parties. This prohibition shall apply to all locations within the aircraft and shall be in effect from the time an aircraft commences enplanement of passengers to the time deplanement of passengers is completed.

2. Each Contracting Party shall take all measures that it considers reasonable to secure compliance by its airlines and by their passengers and crew members with the provisions of this Article, including the imposition of appropriate penalties for non-compliance.

ARTICLE 33
SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this agreement and its Annex(es) the Contracting Parties shall in the first place endeavor to settle it by negotiation.

2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for an advisory opinion to some person or body.

3. If the Contracting Parties fail to reach a settlement pursuant to paragraphs (1) and (2) above, either Contracting Party may refer the dispute to an arbitral tribunal of three arbitrators, two of whom to be nominated by the Contracting Parties and one umpire. In case the dispute is referred to arbitration, each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt a notice in respect of reference of the dispute to arbitration and the umpire shall be appointed within a further period of sixty (60) days from the last appointment by the two so nominated. If either Contracting Party fails to nominate its arbitrator within the specified period, or nominated arbitrators fail to agree on the umpire within the said period, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint the arbitrator of failing Contracting Party or the umpire as the case may require. However, the umpire shall be a national of a state having diplomatic relations with both Contracting Parties at the time of the appointment.

4. In the case of the appointment of the umpire by the President of the Council of International Civil Aviation Organization, if the President of the Council of International Civil Aviation Organization is prevented from carrying out the said function or if he is a national of either Contracting Party, the appointment shall be made by the Vice President and if the Vice President is also prevented from carrying out the said function or if he is a national of either Contracting Party, the appointment shall be made by senior member of the Council who is not a national of either Contracting Party.

5. Subject to other provisions agreed by the Contracting Parties, the arbitral tribunal shall determine its procedure and the place of arbitration.

6. The decisions of the arbitral tribunal shall be binding for the Contracting Parties.

7. The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators shall be shared equally by the Contracting Parties, including any expenses incurred by (ICAO) Council.

ARTICLE 34
CONFORMITY TO MULTILATERAL CONVENTIONS OR AGREEMENTS

This Agreement and its Annexes will be amended so as to conform to any multilateral conventions or Agreements, which may become binding upon the Contracting Parties.

ARTICLE 35
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 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 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 36
REGISTRATION WITH ICAO

This Agreement and any amendments thereto shall be registered with the International Civil Aviation Organization.

ARTICLE 37
ENTRY INTO FORCE

This Agreement shall enter into force on the date of the last notification through diplomatic notes by either Contracting Party to the other Contracting Party that it has fulfilled the necessary measures in accordance with its laws and regulations for the entry into force of this Agreement.

In witness whereof the undersigned plenipotentiaries being duly authorized by their respective governments, have signed this Agreement. Schedule forms an integral part of this Agreement.

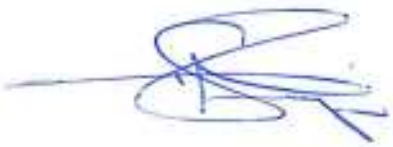
Done at Nairobi on 13th of December 2018 AD, corresponding to 6 Rabi' al-Thani 1440 AH, in two original copies, in the Arabic and English languages, all texts being equally authentic and each Contracting Party retains one original in each language for implementation.

For the Government of the
Republic of Rwanda



Eng Jean de Dieu UWIHANGANYE
Minister of State in charge of Transport

For the Government of the
Kingdom of Saudi Arabia



Dr. Badar bin Saleh Alsagri
Deputy Assistant President of Economic Policies and Air Transport, General Director of International Cooperation

ANNEX-A

Route Schedule

Section (1)

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 in the Republic of Rwanda	Intermediate Points	Points in the Kingdom of Saudi Arabia	Points Beyond
Any points in the Republic of Rwanda	Any Points	Jeddah, Riyadh and Dammam	Any Points

Section (2)

The designated airline or airlines of the Kingdom of Saudi Arabia shall be entitled to operate scheduled international air services in both directions on the routes specified hereafter:

Points in the Kingdom of Saudi Arabia	Intermediate Points	Points in the Republic of Rwanda	Points Beyond
Any points in the Kingdom of Saudi Arabia	Any Points	Any Points	Any Points

Section (3): Notes on the routes to be operated by the designated airline(s) of both Contracting Parties.

1. Intermediate points and points beyond on any of the specified routes may, at the option of the designated airline(s), be omitted on any or all flights, provided that any service either begins or terminates in the territory of the Contracting Party designating the airline(s).

2. Each designated airline(s) may serve intermediate points and points beyond specified in the Annex of the present Agreement on condition that fifth freedom traffic rights shall be exercised between these points and the territory of the other Contracting Party, if an agreement to that effect is made between the two Contracting Parties.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 029/01 ryo ku wa 31/01/2020 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma y'Ubwami bwa Arabiya Sawudite ajyanye no gutwara abantu n'ibintu mu kirere, yakorewe i Nayirobi, ku wa 13 Ukuboza 2018

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Presidential Order n° 029/01 of 31/01/2020 ratifying the Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Kingdom of Saudi Arabia, done at Nairobi, on 13th December 2018

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à l'Arrêté Présidentiel n° 029/01 du 31/01/2020 ratifiant l'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Royaume d'Arabie Saoudite, fait à Nairobi, le 13 décembre 2018

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA N° 030/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA SEYISHELE AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I NAYIROBI MURI KENYA, KU WA 13 UKUBOZA 2018

PRESIDENTIAL ORDER N° 030/01 OF 31/01/2020 RATIFYING THE BILATERAL AIR SERVICE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF SEYCHELLES, DONE AT NAIROBI, KENYA, ON 13TH DECEMBER 2018

ARRÊTÉ PRÉSIDENTIEL N° 030/01 DU 31/01/2020 RATIFIANT L'ACCORD BILATÉRAL RELATIF AU SERVICE AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DES SEYCHELLES, FAIT À NAIROBI AU KENYA, LE 13 DÉCEMBRE 2018

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

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ITEKA RYA PEREZIDA N° 030/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA SEYISHELE AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I NAYIROBI MURI KENYA, KU WA 13 UKUBOZA 2018

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, 168 n'iya 176;

Dushingiye ku Itegeko n° 60/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Seyishele ajyanye no gutwara abantu n'ibintu mu kirere, yakorewe i *Nayirobi* muri Kenya, ku wa 13 Ukuboza 2018;

Tumaze kubona Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Seyishele ajyanye no gutwara abantu n'ibintu mu kirere, yakorewe i Nayirobi muri Kenya, ku wa 13 Ukuboza 2018;

PRESIDENTIAL ORDER N° 030/01 OF 31/01/2020 RATIFYING THE BILATERAL AIR SERVICE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF SEYCHELLES, DONE AT NAIROBI, KENYA, ON 13 DECEMBER 2018

We, KAGAME Paul,
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015; especially in Articles 112, 120, 122, 167, 168 and 176;

Pursuant to Law n° 60/2019 of 25/10/2019 authorizing the ratification of the Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Seychelles, done at Nairobi, Kenya, on 13 December 2018;

Considering the Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Seychelles, done at Nairobi, Kenya, on 13th December 2018;

ARRÊTÉ PRÉSIDENTIEL N° 030/01 DU 31/01/2020 RATIFIANT L'ACCORD BILATÉRAL RELATIF AU SERVICE AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DES SEYCHELLES, FAIT À NAIROBI AU KENYA, LE 13 DÉCEMBRE 2018

Nous, KAGAME Paul,
Président de la République;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;

Vu la Loi n° 60/2019 du 25/10/2019 autorisant la ratification de l'Accord Bilatéral relatif au Service Aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République des Seychelles, fait à Nairobi au Kenya, le 13 décembre 2018;

Considérant l'Accord Bilatéral relatif au Service Aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République des Seychelles, fait à Nairobi au Kenya, le 13 décembre 2018;

Bisabwe na Minisitiri w'Ibikorwa Remezo;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE:

Ingingo ya mbere: Kwemezwa burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Seyishele ajyanye no gutwara abantu n'ibintu mu kirere, yakorewe i Nayirobi muri Kenya, ku wa 13 Ukuboza 2018, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

Iri teka ritangirira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

On proposal by the Minister of Infrastructure;

After consideration and approval by the Cabinet;

HAVE ORDERED AND ORDER:

Article One: Ratification

The Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Seychelles, done at Nairobi, Kenya, on 13th December 2018, annexed to this Order, is ratified and becomes fully effective.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.

Article 3: Commencement

This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Sur proposition du Ministre des Infrastructures;

Après examen et adoption par le Conseil des Ministres;

AVONS ARRÊTÉ ET ARRÊTONS:

Article premier: Ratification

L'Accord bilatéral relatif au service aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République des Seychelles, fait à Nairobi au Kenya, le 13 décembre 2018, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

Article 2: Autorités chargées de l'exécution du présent arrêté

Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.

Article 3: Entrée en vigueur

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA N° 030/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA SEYISHELE AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I NAYIROBI MURI KENYA, KU WA 13 UKUBOZA 2018

ANNEX TO PRESIDENTIAL ORDER N° 030/01 OF 31/01/2020 RATIFYING THE BILATERAL AIR SERVICE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF SEYCHELLES, DONE AT NAIROBI, KENYA, ON 13TH DECEMBER 2018

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 030/01 DU 31/01/2020 RATIFIANT L'ACCORD BILATÉRAL RELATIF AU SERVICE AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DES SEYCHELLES, FAIT À NAIROBI AU KENYA, LE 13 DÉCEMBRE 2018

BILATERAL AIR SERVICE AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF THE REPUBLIC OF SEYCHELLES

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BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF SEYCHELLES

Preamble

The Governments of the Republic of Rwanda and the Republic of Seychelles (hereinafter referred to as the Contracting Parties);

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944;

Being Parties to the Yamoussoukro Decision relating to the implementation of the Yamoussoukro Declaration concerning the liberalisation of access to air transportation markets in Africa on 14 November 1999 as endorsed by the African Union Heads of States in July 2000;

Desiring to promote an international aviation system based on competition among airlines in the marketplace and to facilitate the expansion of international air services opportunities;

Recognizing 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 traveling and shipping public a variety of service options at prices that are not discriminatory and do not represent abuse of dominant position and wishing to encourage individual airlines to develop and implement innovative and competitive prices;

Acknowledging the importance of air transportation as a means of creating and preserving friendship, understanding and co-operation between the peoples of both Contracting Parties; and

Desiring to ensure the highest degree of safety and security in international air services and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardize the safety of persons or property, adversely affect the operation of air services, and undermine public confidence in the safety of civil aviation.

Have agreed as follows:

ARTICLE 1 DEFINITIONS

1. For the purpose of this Agreement and its Annexes, unless the context otherwise requires:

a) **'Aeronautical Authorities'** means: In case of the Republic of Rwanda, the Minister in charge of Civil Aviation and in the case of the Republic of Seychelles, the Minister 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) **'Agreed Services'** means: regular air services for the transportation of passengers, cargo and mail on the routes specified in the Annex to this agreement;

c) **'Agreement'** means this Agreement, its Annexes and any amendments thereto;

d) **'Aircraft Equipment', 'Aircraft stores'** and **'Spare Parts'** have the meanings assigned to them in Annex 9 to the Convention;

e) **'Air Service', 'International Air Services', 'Airline(s)',** and **'Stop for Non Traffic Purposes'** have the meanings assigned to them in Article 96 of the Convention;

f) **'Air transportation'** means the public carriage by aircraft of passengers, baggage, cargo and mail separately or in combination, for remuneration or hire;

g) **'capacity'** is 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;

h) **'Code sharing'** means a commercial arrangement between airlines whereby one airline sells seats, under its own name by use of the flight designator code, on another airline's flight.

i) **'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;

k) **'Designated airline'** means an airline which has been designated and authorized in accordance with Article 4 of this Agreement;

l) **'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;

m) **'Schedule services'** means those services operated regularly by designated airline according to schedules published in advance to cover a timetable season;

n) **'Specified route'** means the air route as set forth in the Annex to this Agreement on which the agreed service may be operated;

o) **'Tariff'** means any fare, rate or charge for the carriage of passengers, baggage and/or cargo in air transportation charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;

p) **'Territory'** in relation to a State has the meaning assigned to it in Article 2 of the Convention;

q) **'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

r) **'Yamoussoukro Decision'** means the Decision relating to the implementation of the Yamoussoukro Declaration concerning the Liberalization of Access of Air Transport of 14 November 1999 as endorsed by the African Union Heads of States on 11 July 2000 including the appendices and amendments;

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 (Route Schedule) to this Agreement.

2. Subject to the provisions of this Agreement, the airline(s) designated by 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 at the point(s) on the route(s) specified in the 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 shall be deemed to confer on the designated airline(s) of one Contracting Party the privilege of taking on board, in the territory of the other Contracting Party, passengers, cargo and mail for remuneration and destined for another point in the territory of the other Contracting Party.

4. 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.

ARTICLE 3
DESIGNATION AND AUTHORIZATION

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 in accordance with this Agreement and to withdraw or alter such designation.

2. On receipt of such a designation, and on application from the designated, each Contracting Party shall, grant the appropriate operating authorizations with minimum procedural delay, provided:

   a) the designated airline has its principal place of business and permanent residence in the territory of the designating Contracting Party;

   b) the Contracting Party designating the airline has and maintains effective regulatory control of the airline; and

   c) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Contracting Party receiving the designation;

3. When an airline has been so designated and authorized, it may begin at any time to operate the agreed services in whole or in part, provided that the airline complies with the applicable provisions of this Agreement.

ARTICLE 4
WITHHOLDING, REVOCATION AND LIMITATION OF AUTHORIZATION

1. Each Contracting Party shall have the right to withhold the authorizations referred to in Article 3 of this Agreement with respect to an airline designated by the other Contracting Party, and to revoke, suspend or impose conditions on such authorizations:

   a) in the event that they are not satisfied that designated airline has its principal place of business and permanent residence in the territory of the designating Contracting Party;

   b) in the event that they are not satisfied that the Contracting Party designating the airline has and maintains effective regulatory control of the airline; and

   c) in the event of failure that such designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Contracting Party receiving the designation; and

2. Unless immediate action is essential to prevent infringement of the laws and regulations referred to above or unless safety or security requires action in accordance with the provisions of Article 6 (Safety) and Article 7 (Security), the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations between the Contracting Parties in conformity with Article 24 (Consultation) of this Agreement.

ARTICLE 5
APPLICATION OF LAWS

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 be applied to aircraft of the designated airline of the other Contracting Party.

2. The laws and regulations of one Contracting 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 designated airline 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(s) over a designated airline of the other Contracting Party engaged in similar international air transportation in the application of its immigration, customs, quarantine and similar regulations.

ARTICLE 6
SAFETY

1. Each Contracting Party may request consultations at any time concerning safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, aircrew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of that request.

2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 that meet the Standards established at that time pursuant to the Convention, the other Contracting Party shall be notified of such findings and of the steps considered necessary to conform with those Standards. The other Contracting Party shall then 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 application of Article 4 (Revocation) of this Agreement.

3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Contracting Party, on service to or from the territory of another Contracting Party, may, while within the territory of the other Contracting Party be the subject of a search (in this Article called "ramp inspection") by the authorized representatives of the other Contracting 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 shall be to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that of the equipment and the condition of the aircraft conform to the Standards established at that time pursuant to the Convention.

4. If any such ramp inspection or series of ramp inspections referred to in paragraph 3 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. When urgent action is essential to ensure the safety of an airline operation, each Contracting Party reserves the right to immediately suspend or vary the operating authorization of an airline or airlines of the other Contracting Party

6. Any action by one Contracting Party in accordance with paragraph 5 above shall be discontinued once the basis for taking that action ceases to exist.

ARTICLE 7
AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.

2. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the *Convention on Offences and Certain Other Acts Committed on Board Aircraft,* signed at Tokyo on 14 September 1963, the *Convention for the Suppression of Unlawful Seizure of Aircraft,* signed at the Hague on 16 December 1970, the *Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation,* signed at Montreal on 23 September, 1971 and the *Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation done at Montreal on 23 September 1971,* signed at Montreal on 24 February 1988, as well as with any other Convention and Protocol relating to the security of civil aviation which both Contracting Parties adhere to.

3. 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.

4. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties.

5. In addition, the Contracting Parties shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions as are applicable to the Contracting Parties.

6. Each Contracting Party agrees that such operators of aircraft may be required to

observe the aviation security provisions referred to in paragraphs 4 and 5 above required by the other Party for entry into, departure from, or while within, the territory of that other Party.

7. Each Contracting Party shall ensure that measures are effectively applied within its territory to protect the aircraft and to security screen passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party also give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

8. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate such incident or threat as rapidly as possible commensurate with minimum risk to life from such incident or threat.

9. Each Contracting Party shall have the right, within sixty (60) days following notice, for its aeronautical authorities to conduct an assessment in the territory of the other Contracting Party of the security measures being carried out, or planned to be carried out, by aircraft operators in respect of flights arriving from, or departing to the territory of the first Contracting Party. The administrative arrangements for the conduct of such assessments shall be agreed between the aeronautical authorities and implemented without delay so as to ensure that assessments will be conducted expeditiously.

10. 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. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request 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 8
RECOGNITION OF CERTIFICATES

1. Certificates of airworthiness, certificates of competency and licenses issued, or rendered valid by one Contracting Party and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services on the specified routes, provided that the requirements under which such certificates and licences were issued or rendered valid are equal to or above the minimum standards which may be established under the Convention.

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 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 the International Civil Aviation Organization, the other Contracting Party may request consultations between the aeronautical authorities with a view to clarifying the practice in question.

3. Each Contracting Party, however, reserves the right to refuse to recognize, for flights above or landing within its own territory, certificates of competency and licenses granted to its own nationals by the other Contracting Party.

ARTICLE 9
FAIR COMPETION

1. Each Contracting Party shall allow designated airlines to have a fair and equal opportunity to compete in providing the international air transportation governed by the agreement.

2. Each Contracting Party shall take action to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of a designated airline of the other Contracting Party.

ARTICLE 10
CAPACITY

1. Each Contracting Party shall allow each designated airline(s) to determine the frequency and capacity of the international air transportation it offers based on commercial considerations of the marketplace and agreed frequency entitlements.

2. Services provided by a designated airline under this Agreement shall retain as their primary objective the provision of capacity and frequency adequate to the traffic demands.

3. Each Contracting Party and its designated airline(s) shall take into consideration the interests of the other Contracting Party and its designated airline(s) so as not to affect unduly the services which the latter provides.

4. Consultations between the Contracting Parties shall be arranged whenever one Contracting Party believes that the capacity and frequency being provided under this Agreement are not in accordance with Article 9 (Fair Competition).

ARTICLE 11
APPROVAL OF SCHEDULES

1. The designated airline of each Contracting Party shall submit, for information purposes, its envisaged flight schedules to the Aeronautical Authority of the other Contracting Party thirty (30) days prior to the inauguration of its services, specifying the frequency, the type of aircraft, and period of validity. This requirement shall likewise apply to any modification thereof.

2. If a designated airline wishes to operate ad-hoc flights supplementary to those covered in the submitted schedules, it shall notify the Aeronautical Authority of the Contracting Party concerned at least two working days prior to the operation of such flights.

ARTICLE 12
STATISTICS

The Aeronautical Authorities of each Contracting Party shall provide or cause its designated airline to provide to the Aeronautical Authorities of the other Contracting Party, on request, periodic statistics relating to the traffic uplifted from and discharged in the territory of the other Contracting Party as may be reasonably required.

ARTICLE 13
CODESHARE/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 14
NON-NATIONAL PERSONNEL AND ACCESS TO LOCAL SERVICES

1. The designated airline of each Contracting Party shall be allowed to bring into and to maintain in the territory of the other Contracting Party their representatives and managerial, operational and technical staff of any nationality as required in connection with the operation of agreed services.

2. Such representatives and staff requirements mentioned in paragraph 1 above may, at the option of the designated airline, be satisfied by its own personnel of any nationality or by using the services of any other airline, organization or company operating in the territory of the other Contracting Party and authorized to perform such services for other airlines .

3. The representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party, and consistent with such laws and regulations:

   a) each Contracting Party shall, with the minimum procedural delay, grant the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article; and

   b) Both Contracting Parties shall facilitate and expedite the requirement of employment authorizations for personnel performing certain temporary duties not exceeding ninety (90) days.

ARTICLE 15
SALE AND MARKETING OF AIR SERVICE PRODUCTS

1. The designated airline 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 transportation.

2. The designated airline of each Contracting Party shall, either directly and at its discretion, through agents, have the right to engage in the sale of air transportation and its ancillary products and facilities in the territory of the other Contracting Party.

3. The designated airline of each Contracting Party shall have the right to sell, and any person shall be free to purchase, such transportation and its ancillary products and facilities in local currency or in any other freely convertible currency.

4. The designated airlines 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 any freely convertible currencies.

ARTICLE 16
GROUND HANDLING

Each designated airline shall be treated on a non-discriminatory basis as regards their access to ground handling services provided by the designated ground handling agents.

ARTICLE 17
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. 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.

ARTICLE 18
CUSTOMS
DUTIES

1. Each Contracting Party shall on the basis of reciprocity exempt a designated airline of the other Contracting 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 and other items such as printed ticket stock, air waybills, any printed material which bears the insignia of the company 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 Contracting 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 one Contracting Party by or on behalf of the designated airline of the other Contracting Party;

   b) retained on board the aircraft of the designated airline of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party; or consumed during flight over that territory;

   c) taken on board the aircraft of the designated airline of one Contracting Party in the territory of the other Contracting Party and intended for use in operating the agreed services;

   whether or not such items are used or consumed wholly or partly within the territory of the Contracting Party granting the exemption, provided such items are not transferred in the territory of the said Contracting Party.

3. The regular airborne equipment, as well as the materials, supplies and stores normally retained on board the aircraft used by the designated airline of either Contracting Party may be unloaded in the territory of the other Contracting

Party only with the approval of the customs authorities of that other Contracting Party. In such case, they may be required to be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

4. The exemptions provided for by this Article shall also be available in situations where the designated airlines of one Contracting Party have entered into arrangements with another airline(s), for the loan or transfer in the territory of the other Contracting Party, of the regular equipment and the other items referred to in paragraph 1 of this Article, provided that that other airline enjoys the same exemption(s) from that other Contracting Party.

ARTICLE 19
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, the provisions of the latter shall prevail.

ARTICLE 20
TRANSFER OF FUNDS

Each Contracting Party shall grant to the designated airlines of the other Contracting Party the right to transfer freely the excess of receipts over expenditure earned by such airlines in its territory in connection with the sale of air transportation, sale of other ancillary products and services as well as commercial interest earned on such revenues. 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.

ARTICLE 21
USER CHARGES

1. No Contracting Party shall 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.

2. Each Contracting Party shall encourage consultations between its competent charging authorities and the designated airlines using the services and facilities, 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.

ARTICLE 22
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 (Safety) and Article 7 (Aviation Security) of this Agreement.

2. Subject to paragraph 1, the designated airlines of each Contracting Party may operate services under this Agreement by using dry/wet leased aircraft which meets applicable safety and security requirements. A designated airline shall give sixty (60) days written notification to the Aeronautical Authorities of the other Contracting Party of any leasing of aircraft together with the terms of such arrangements and obtain prior approval of the said Aeronautical Authorities before using any leased aircraft.

ARTICLE 23
INTERMODAL SERVICES

Each designated airline shall be permitted to use surface modes of transport without restriction in conjunction with the international passenger and cargo air services.

ARTICLE 24
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 25
CONSULTATION

1. Any Contracting Party may, at any time, request consultation on the interpretation, application, implementation or amendment of this Agreement or compliance with this Agreement.

2. Such consultations, which may be through discussion or correspondence, shall begin within a period of sixty (60) days of the date of receipt of such a request, unless otherwise agreed by both Contracting Parties.

ARTICLE 26
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 their dispute by bilateral negotiations.

2. If the Contracting Parties fail to reach a settlement by negotiation, the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be named by each Contracting Party and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party.

3. Each of the Contracting Parties shall designate an arbitrator within a period of sixty

(60) days from the date of receipt by either Contracting Party from the other Contracting Party of a diplomatic note requesting arbitration of the dispute and the third arbitrator shall be agreed upon within a further period of sixty (60) days.

4. If either of the Contracting Parties fails to designate its own arbitrator within the period of sixty (60) days or if the third arbitrator is not agreed upon within the period indicated, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators.

5. The Contracting Parties undertake to comply with any decision given under paragraph 2 of this Article.

6. The expenses incurred during the arbitration process shall be shared equally between the Contracting Parties.

ARTICLE 27
AMENDMENT OF AGREEMENT

1. If either Contracting Party considers it desirable to amend any provision of this Agreement, it shall notify the other Contracting Party in writing of the need for amendment.

2. Any amendment to this Agreement agreed upon by the Contracting Parties, shall enter into force upon the completion of the exchange of diplomatic notes confirming such agreement.

3. Notwithstanding the provisions of paragraph 2 above, any amendment of the Annex to this Agreement shall be agreed upon in writing between the Aeronautical Authorities of the Contracting Parties and shall enter into force on the date to be determined by the said Authorities.

ARTICLE 28
MULTILATERAL CONVENTIONS

If both Contracting Parties become parties to a multilateral agreement that addresses matters covered by this agreement, they shall consult to determine whether this Agreement should be revised to take into account the multilateral agreement.

ARTICLE 29
REGISTRATION

This Agreement and any amendment thereto shall be registered upon its entry into force with the International Civil Aviation Organization.

ARTICLE 30
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 31
ENTRY INTO FORCE

This Agreement and its Annex shall enter into force provisionally from the date of its signature and definitively upon exchange of notes through diplomatic channels, on the fulfillment of the constitutional requirements for the entry into force of International Agreements in each Contracting Party.

IN WITNESS WHEREOF the undersigned being duly authorized thereto by their respective Governments, have signed this Agreement in the English Language.

Done at Nairobi, Kenya on this day 13th of December, 2018

For the Government of the Republic Of Rwanda

Eng Jean de Dieu UWIHANGANYE

Minister of State in charge of Transport

For the Government of the Republic of Seychelles

David PIERRE

Ambassador

ANNEX

ROUTE SCHEDULE

A. Routes to be operated by the designated airline(s) of Rwanda

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Points in Rwanda Any points	Any Points	Points in Seychelles Any points	Any Points

B. Routes to be operated by the designated airline(s) of Seychelles

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points in Seychelles	Any Points	Points in Rwanda Any Points	Any Points

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 030/01 ryo ku wa 31/01/2020 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Seyishele ajyanye no gutwara abantu n'ibintu mu kirere, yakorewe i Nayirobi muri Kenya, ku wa 13 Ukuboza 2018

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Presidential Order n° 030/01 of 31/01/2020 ratifying the Bilateral Air Services Agreement between Government of the Republic of Rwanda and the Government of the Republic of Seychelles, done at Nairobi, Kenya, on 13 December 2018

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à l'Arrêté Présidentiel n° 030/01 du 31/01/2020 ratifiant l'Accord bilatéral relatif au service aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République des Seychelles, fait à Nairobi au Kenya, le 13 décembre 2018

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA N° 031/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA *SIERRA LEONE* AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I NAYIROBI, KU WA 12 UKUBOZA 2018

PRESIDENTIAL ORDER N° 031/01 OF 31/01/2020 RATIFYING THE BILATERAL AIR SERVICE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE, DONE AT NAIROBI, ON 12TH DECEMBER 2018

ARRÊTÉ PRÉSIDENTIEL N° 031/01 DU 31/01/2020 RATIFIANT L'ACCORD BILATÉRAL RELATIF AU SERVICE AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE SIERRA LEONE, FAIT À NAIROBI, LE 12 DÉCEMBRE 2018

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

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Twebwe, KAGAME Paul,
Perezida wa Repubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;

Dushingiye ku Itegeko n° 61/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu amasezerano hagati ya Repubulika y'u Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya *Sierra Leone* ajyanye no gutwara abantu n'ibintu mu kirere, yakorewe i *Nayirobi* muri Kenya, ku wa 12 Ukuboza 2018;

Tumaze kubona Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya *Sierra Leone* ajyanye no gutwara abantu n'ibintu mu kirere, yakorewe i Nayirobi, ku wa 12 Ukuboza 2018;

PRESIDENTIAL ORDER N° 031/01 OF 31/01/2020 RATIFYING THE BILATERAL AIR SERVICE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE, DONE AT NAIROBI, ON 12TH DECEMBER 2018

We, KAGAME Paul,
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;

Pursuant to Law n° 61/2019 of 25/10/2019 authorizing the ratification of the Bilateral Air Service Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Sierra Leone, done at Nairobi, Kenya, on 12 December 2018;

Considering the Bilateral Air Service Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Sierra Leone, done at Nairobi, on 12th December 2018;

ARRÊTÉ PRÉSIDENTIEL N° 031/01 DU 31/01/2020 RATIFIANT L'ACCORD BILATÉRAL RELATIF AU SERVICE AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE SIERRA LEONE, FAIT À NAIROBI, LE 12 DÉCEMBRE 2018

Nous, KAGAME Paul,
Président de la République;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;

Vu la Loi n° 61/2019 du 25/10/2019 autorisant la ratification de l'Accord Bilatéral relatif au Service Aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Sierra Leone, fait à Nairobi au Kenya, le 12 décembre 2018;

Considérant l'Accord Bilatéral relatif au Service Aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Sierra Leone, fait à Nairobi, le 12 décembre 2018;

Bisabwe na Minisitiri w'Ibikorwa Remezo;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE:

Ingingo ya mbere: Kwemezwa burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya *Sierra Leone* ajyanye no gutwara abantu n'ibintu mu kirere, yakorewe i Nayirobi, ku wa 12 Ukuboza 2018, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

On proposal by the Minister of Infrastructure;

After consideration and approval by the Cabinet;

HAVE ORDERED AND ORDER:

Article One: Ratification

The Bilateral Air Service Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Sierra Leone, done at Nairobi, on 12th December 2018, annexed to this Order, is ratified and becomes fully effective.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.

Article 3: Commencement

This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Sur proposition du Ministre des Infrastructures;

Après examen et adoption par le Conseil des Ministres;

AVONS ARRÊTÉ ET ARRÊTONS:

Article premier: Ratification

L'Accord bilatéral relatif au service aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Sierra Leone, fait à Nairobi, le 12 décembre 2018, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

Article 2: Autorités chargées de l'exécution du présent arrêté

Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.

Article 3: Entrée en vigueur

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA N° 031/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA *SIERRA LEONE* AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I NAYIROBI, KU WA 12 UKUBOZA 2018

ANNEX TO PRESIDENTIAL ORDER N° 031/01 OF 31/01/2020 RATIFYING THE BILATERAL AIR SERVICE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE, DONE AT NAIROBI, ON 12TH DECEMBER 2018

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 031/01 DU 31/01/2020 RATIFIANT L'ACCORD BILATÉRAL RELATIF AU SERVICE AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE SIERRA LEONE, FAIT À NAIROBI, LE 12 DÉCEMBRE 2018

BILATERAL AIR SERVICE AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE

Preamble
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Article 2 Grant of rights
Article 3 Designation and authorization
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BILATERAL AIR SERVICES AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE

Preamble

The Government of the Republic of Rwanda and the Government of the Republic of Sierra Leone (hereinafter referred to as the Contracting Parties);

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944;

Being Parties to the Yamoussoukro Decision relating to the implementation of the Yamoussoukro Declaration concerning the liberalisation of Access to Air Transportation markets in Africa on 14 November 1999 as endorsed by the African Union Heads of States in July 2000;

Desiring to promote an international aviation system based on competition among airlines in the marketplace and to facilitate the expansion of international air services opportunities;

Recognizing 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 traveling and shipping public a variety of service options at prices that are not discriminatory and do not represent abuse of dominant position and wishing to encourage individual airlines to develop and implement innovative and competitive prices;

Acknowledging the importance of air transportation as a means of creating and preserving friendship, understanding and co-operation between the peoples of both Contracting Parties; and

Desiring to ensure the highest degree of safety and security in international air services and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardize the safety of persons or property, adversely affect the operation of air services, and undermine public confidence in the safety of civil aviation.

Have agreed as follows:

ARTICLE 1
DEFINITIONS

1. For the purpose of this Agreement and its Annexes, unless the context otherwise requires:

a) **'Aeronautical Authorities'** means: In case of the Republic of Rwanda, the Minister responsible for Civil Aviation and in case of the Sierra Leone, the Civil Aviation Authority, or in both cases any other authority or person empowered to perform the functions now exercised by the said authorities;

b) **'Agreed Services'** means: regular air services for the transportation of passengers, cargo and mail on the routes specified in the Annex to this agreement;

c) **'Agreed Services'** means regular air services for the transportation of passengers, cargo and mail on the routes specified in the Annex to this agreement;

d) **'Agreement'** means this Agreement, its Annexes and any amendments thereto;

e) **'Aircraft Equipment', 'Aircraft stores'** and **'Spare Parts'** have the meanings assigned to them in Annex 9 to the Convention;

f) **'Air Service', 'International Air Services', 'Airline(s)',** and **'Stop for Non Traffic Purposes'** have the meanings assigned to them in Article 96 of the Convention;

g) **'Air transportation'** means the public carriage by aircraft of passengers, baggage, cargo and mail separately or in combination, for remuneration or hire;

h) **'capacity'** is 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;

i) **'Code sharing'** means a commercial arrangement between airlines whereby one airline sells seats, under its own name by use of the flight designator code, on another airline's flight.

j) **'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;

k) **'Designated airline'** means an airline which has been designated and authorized in accordance with Article 4 of this Agreement;

l) **'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;

m) **'Schedule services'** means those services operated regularly by designated airline according to schedules published in advance to cover a timetable season;

n) **'Specified route'** means the air route as set forth in the Annex to this Agreement on which the agreed service may be operated;

o) **'Tariff'** means any fare, rate or charge for the carriage of passengers, baggage and/or cargo in air transportation charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;

p) **'Territory'** in relation to a State has the meaning assigned to it in Article 2 of the Convention;

q) **'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

r) **'Yamoussoukro Decision'** means the Decision relating to the implementation of the Yamoussoukro Declaration concerning the Liberalization of Access of Air Transport of 14 November 1999 as endorsed by the African Union Heads of States on 11 July 2000 including the appendices and amendments;

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 (Route Schedule) to this Agreement.

2. Subject to the provisions of this Agreement, the airline(s) designated by 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 at the point(s) on the route(s) specified in the 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 shall be deemed to confer on the designated airline(s) of one Contracting Party the privilege of taking on board, in the territory of the other Contracting Party, passengers, cargo and mail for remuneration and destined for another point in the territory of the other Contracting Party.

4. 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.

ARTICLE 3
DESIGNATION AND AUTHORIZATION

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 in accordance with this Agreement and to withdraw or alter such designation.

2. On receipt of such a designation, and on application from the designated, each Contracting Party shall, grant the appropriate operating authorizations with minimum procedural delay, provided:

   a) the designated airline has its principal place of business and permanent residence in the territory of the designating Contracting Party;

   b) the Contracting Party designating the airline has and maintains effective regulatory control of the airline; and

   c) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Contracting Party receiving the designation;

3. When an airline has been so designated and authorized, it may begin at any time to operate the agreed services in whole or in part, provided that the airline complies with the applicable provisions of this Agreement.

ARTICLE 4
WITHHOLDING, REVOCATION AND LIMITATION OF AUTHORIZATION

1. Each Contracting Party shall have the right to withhold the authorizations referred to in Article 3 of this Agreement with respect to an airline designated by the other Contracting Party, and to revoke, suspend or impose conditions on such authorizations:

   a) in the event that they are not satisfied that designated airline has its principal place of business and permanent residence in the territory of the designating Contracting Party;

   b) in the event that they are not satisfied that the Contracting Party designating the airline has and maintains effective regulatory control of the airline; and

   c) in the event of failure that such designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Contracting Party receiving the designation; and

2. Unless immediate action is essential to prevent infringement of the laws and regulations referred to above or unless safety or security requires action in accordance with the provisions of Article 6 (Safety) and Article 7 (Security), the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations between the Contracting Parties in conformity with Article 24 (Consultation) of this Agreement.

ARTICLE 5
APPLICATION OF LAWS

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 be applied to aircraft of the designated airline of the other Contracting Party.

2. The laws and regulations of one Contracting 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 designated airline 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(s) over a designated airline of the other Contracting Party engaged in similar international air transportation in the application of its immigration, customs, quarantine and similar regulations.

ARTICLE 6
SAFETY

1. Each Contracting Party may request consultations at any time concerning safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, aircrew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of that request.

2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 that meet the Standards established at that time pursuant to the Convention, the other Contracting Party shall be notified of such findings and of the steps considered necessary to conform with those Standards. The other Contracting Party shall then 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.

3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Contracting Party, on service to or from the territory of another Contracting Party, may, while within the territory of the other Contracting Party be the subject of a search (in this Article called "ramp inspection") by the authorized representatives of the other Contracting 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 shall be to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that of the equipment and the condition of the aircraft conform to the Standards established at that time pursuant to the Convention.

4. If any such ramp inspection or series of ramp inspections referred to in paragraph 3 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 purpposes 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. When urgent action is essential to ensure the safety of an airline operation, each Contracting Party reserves the right to immediately suspend or vary the operating authorization of an airline or airlines of the other Contracting Party

6. Any action by one Contracting Party in accordance with paragraph 5 above shall be discontinued once the basis for taking that action ceases to exist.

ARTICLE 7
AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.

2. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the *Convention on Offences and Certain Other Acts Committed on Board Aircraft*, signed at Tokyo on 14 September 1963, the *Convention for the Suppression of Unlawful Seizure of Aircraft*, signed at the Hague on 16 December 1970, the *Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation*, signed at Montreal on 23 September, 1971 and the *Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation done at Montreal on 23 September 1971*, signed at Montreal on 24 February 1988, as well as with any other Convention and Protocol relating to the security of civil aviation which both Contracting Parties adhere to.

3. 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.

4. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties.

5. In addition, the Contracting Parties shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions as are applicable to the Contracting Parties.

6. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraphs 4 and 5 above required by the other Party for entry into, departure from, or while within, the territory of that other Party.

7. Each Contracting Party shall ensure that measures are effectively applied within its territory to protect the aircraft and to security screen passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party also give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

8. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate such incident or threat as rapidly as possible commensurate with minimum risk to life from such incident or threat.

9. Each Contracting Party shall have the right, within sixty (60) days following notice, for its aeronautical authorities to conduct an assessment in the territory of the other Contracting Party of the security measures being carried out, or planned to be carried out, by aircraft operators in respect of flights arriving from, or departing to the territory of the first Contracting Party. The administrative arrangements for the conduct of such assessments shall be agreed between the aeronautical authorities and implemented without delay so as to ensure that assessments will be conducted expeditiously.

10. 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. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request 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 8
RECOGNITION OF CERTIFICATES

1. Certificates of airworthiness, certificates of competency and licenses issued, or rendered valid by one Contracting Party and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services on the specified routes, provided that the requirements under which such certificates and licences were issued or rendered valid are equal to or above the minimum standards which may be established under the Convention.

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 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 the International Civil Aviation Organization, the other Contracting Party may request consultations between the aeronautical authorities with a view to clarifying the practice in question.

3. Each Contracting Party, however, reserves the right to refuse to recognize, for flights above or landing within its own territory, certificates of competency and licenses granted to its own nationals by the other Contracting Party.

ARTICLE 9
FAIR COMPETITION

1. Each Contracting Party shall allow designated airlines to have a fair and equal opportunity to compete in providing the international air transportation governed by the agreement.

2. Each Contracting Party shall take action to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of a designated airline of the other Contracting Party.

ARTICLE 10
CAPACITY

1. Each Contracting Party shall allow each designated airline to determine the frequency and capacity of the international air transportation it offers based on commercial considerations of the marketplace.

2. Services provided by a designated airline under this Agreement shall retain as their primary objective the provision of capacity and frequency adequate to the traffic demands.

3. Each Contracting Party and its designated airline(s) shall take into consideration the interests of the other Contracting Party and its designated airline(s) so as not to affect unduly the services which the latter provides.

4. Consultations between the Contracting Parties shall be arranged whenever one Contracting Party believes that the capacity and frequency being provided under this Agreement are not in accordance with Article 9 (Fair Competition).

ARTICLE 11
APPROVAL OF SCHEDULES

1. The designated airline of each Contracting Party shall submit, for information purposes, its envisaged flight schedules to the Aeronautical Authority of the other Contracting Party forty-five (45) days prior to the inauguration of its services, specifying the frequency, the type of aircraft, and period of validity. This requirement shall likewise apply to any modification thereof.

2. If a designated airline wishes to operate ad-hoc flights supplementary to those covered in the submitted schedules, it shall notify the Aeronautical Authority of the Contracting Party concerned at least two working days prior to the operation of such flights.

ARTICLE 12
STATISTICS

The Aeronautical Authorities of each Contracting Party shall provide or cause its designated airline to provide to the Aeronautical Authorities of the other Contracting Party, on request, periodic statistics relating to the traffic uplifted from and discharged in the territory of the other Contracting Party as may be reasonably required.

ARTICLE 13
CODESHARE/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 14
NON-NATIONAL PERSONNEL AND ACCESS TO LOCAL SERVICES

1. The designated airline of each Contracting Party shall be allowed to bring into and to maintain in the territory of the other Contracting Party their representatives and managerial, operational and technical staff of any nationality as required in connection with the operation of agreed services.

2. Such representatives and staff requirements mentioned in paragraph 2 above may, at the option of the designated airline, be satisfied by its own personnel of any nationality or by using the services of any other airline, organization or company operating in the territory of the other Contracting Party and authorized to perform such services for other airlines.

3. The representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party, and consistent with such laws and regulations:

   a) each Contracting Party shall, with the minimum procedural delay, grant the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article; and

   b) both Contracting Parties shall facilitate and expedite the requirement of employment authorizations for personnel performing certain temporary duties not exceeding ninety (90) days.

ARTICLE 15
SALE AND MARKETING OF AIR SERVICE PRODUCTS

1. The designated airline 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 transportation.

2. The designated airline of each Contracting Party shall, either directly and at its discretion, through agents, have the right to engage in the sale of air transportation and its ancillary products and facilities in the territory of the other Contracting Party.

3. The designated airline of each Contracting Party shall have the right to sell, and any person shall be free to purchase, such transportation and its ancillary products and facilities in local currency or in any other freely convertible currency.

4. The designated airlines 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 any freely convertible currencies.

ARTICLE 16
GROUND HANDLING

Each designated airline shall have the right to provide their own ground handling services in the territory of the other Contracting Party or otherwise to contract these services out, in full or in part, at its option, with any of the suppliers authorised for the provision of such services. Where or as long as the laws and regulations applicable to ground handling in the territory of one Contracting Party do not allow self-handling or limit the freedom to contract these services out, each designated airline shall be treated on a non-discriminatory basis as regards their access to ground handling services provided by a supplier or suppliers.

ARTICLE 17
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. 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.

ARTICLE 18
CUSTOMS DUTIES

1. Each Contracting Party shall on the basis of reciprocity exempt a designated airline of the other Contracting 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 and other items such as printed ticket stock, air waybills, any printed material which bears the insignia of the company 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 Contracting 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 one Contracting Party by or on behalf of the designated airline of the other Contracting Party;

   b) retained on board the aircraft of the designated airline of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party; or consumed during flight over that territory;

   c) taken on board the aircraft of the designated airline of one Contracting Party in the territory of the other Contracting Party and intended for use in operating the agreed services;

   whether or not such items are used or consumed wholly or partly within the territory of the Contracting Party granting the exemption, provided such items are not transferred in the territory of the said Contracting Party.

3. The regular airborne equipment, as well as the materials, supplies and stores normally retained on board the aircraft used by the designated airline of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that other Contracting Party. In such case, they may be required to be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs

regulations.

4. The exemptions provided for by this Article shall also be available in situations where the designated airlines of one Contracting Party have entered into arrangements with another airline(s), for the loan or transfer in the territory of the other Contracting Party, of the regular equipment and the other items referred to in paragraph 1 of this Article, provided that that other airline enjoys the same exemption(s) from that other Contracting Party.

Article 19
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, the provisions of the latter shall prevail.

ARTICLE 20
TRANSFER OF FUNDS

1. Each Contracting Party shall grant to the designated airlines of the other Contracting Party the right to transfer freely the excess of receipts over expenditure earned by such airlines in its territory in connection with the sale of air transportation, sale of other ancillary products and services as well as commercial interest earned on such revenues. 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.

ARTICLE 21
USER CHARGES

1. No Contracting Party shall 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.

2. Each Contracting Party shall encourage consultations between its competent charging authorities and the designated airlines using the services and facilities, where practicable through those airlines' representative organisations. 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.

ARTICLE 22
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 (Safety) and Article 7 (Aviation Security) of this Agreement.

2. Subject to paragraph 1, the designated airlines of each Contracting Party may operate services under this Agreement by using dry/wet leased aircraft which meets applicable safety and security requirements.

ARTICLE 23
INTERMODAL SERVICES

Each designated airline shall be permitted to use surface modes of transport without restriction in conjunction with the international passenger and cargo air services.

ARTICLE 24
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 25
CONSULTATION

1. Any Contracting Party may, at any time, request consultation on the interpretation, application, implementation or amendment of this Agreement or compliance with this Agreement.

2. Such consultations, which may be through discussion or correspondence, shall begin within a period of sixty (60) days of the date of receipt of such a request, unless otherwise agreed by both Contracting Parties.

ARTICLE 26
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 their dispute by bilateral negotiations.

2. If the Contracting Parties fail to reach a settlement by negotiation, the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be named by each Contracting Party and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party.

3. Each of the Contracting Parties shall designate an arbitrator within a period of sixty

(60) days from the date of receipt by either Contracting Party from the other Contracting Party of a diplomatic note requesting arbitration of the dispute and the third arbitrator shall be agreed upon within a further period of sixty (60) days.

4. If either of the Contracting Parties fails to designate its own arbitrator within the period of sixty (60) days or if the third arbitrator is not agreed upon within the period indicated, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators.

5. The Contracting Parties undertake to comply with any decision given under paragraph 2 of this Article.

ARTICLE 27
AMENDMENT OF AGREEMENT

1. If either Contracting Party considers it desirable to amend any provision of this Agreement, it shall notify the other Contracting Party in writing of the need for amendment.

2. Any amendment to this Agreement agreed upon by the Contracting Parties, shall enter into force upon the completion of the exchange of diplomatic notes confirming such agreement.

3. Notwithstanding the provisions of paragraph 2 above, any amendment of the Annex to this Agreement shall be agreed upon in writing between the Aeronautical Authorities of the Contracting Parties and shall enter into force on the date to be determined by the said Authorities.

ARTICLE 28
MULTILATERAL CONVENTIONS

If both Contracting Parties become parties to a multilateral agreement that addresses matters covered by this agreement, they shall consult to determine whether this Agreement should be revised to take into account the multilateral agreement.

ARTICLE 29
REGISTRATION

This Agreement and any amendment thereto shall be registered upon its entry into force with the International Civil Aviation Organization.

ARTICLE 30
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 31
ENTRY INTO FORCE

1. This Agreement shall enter into force one month from the date on which the Contracting Parties have notified each other that the national requirements for such entry into force have been fulfilled. The relevant date shall be the day on which the last notification is received.

IN WITNESS WHEREOF the undersigned being duly authorized thereto by their respective Governments, have signed this Agreement in the English Language.

Done at Nairobi on this 12th day of December 2018



FOR THE GOVERNMENT OF THE REPUBLIC OF RWANDA

Eng Jean de Dieu UWIHANGANYE
Minister of State in charge of Transport

FOR THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE

Hon Kabeneh Kallen
Minister of Transport and Aviation

ANNEX

ROUTE SCHEDULE

Section 1

A. Routes to be operated by the designated airline(s) of Rwanda

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Points in Rwanda Any points	 Any Points	Points in Sierra Leone Any points	 Any Points

B. Routes to be operated by the designated airline(s) of Sierra Leone

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Points in Sierra Leone Any Points	Any Points	Points in Rwanda Any Points	Any Points

Section 2

Operational flexibility

The designated airlines of either Contracting Party may, 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 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; and

e) transfer traffic (including codesharing operations) 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 any right to carry traffic otherwise permissible under the present Agreement; provided that (with the exception of all-cargo services) the service serves a point in the territory of the Contracting Party designating the airlines.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 031/01 ryo ku wa 31/01/2020 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya *Sierra Leone* ajyanye no gutwara abantu n'ibintu mu kirere, yakorewe i Nayirobi, ku wa 12 Ukuboza 2018

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Presidential Order n° 031/01 of 31/01/2020 ratifying the Bilateral Air Service Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Sierra Leone, done at Nairobi, on 12th December 2018

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à l'Arrêté Présidentiel n° 031/01 du 31/01/2020 ratifiant l'Accord Bilatéral relatif au Service Aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Sierra Leone, fait à Nairobi, le 12 décembre 2018

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA N° 032/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA *SINGAPORE* AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE MU RWANDA, KU WA 14 KAMENA 2018

PRESIDENTIAL ORDER N° 032/01 OF 31/01/2020 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE, DONE AT RWANDA, ON 14TH JUNE 2018

ARRÊTÉ PRÉSIDENTIEL N° 032/01 DU 31/01/2020 RATIFIANT L'ACCORD BILATÉRAL RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE SINGAPOUR, FAIT AU RWANDA, LE 14 JUIN 2018

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

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ITEKA RYA PEREZIDA N° 032/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA *SINGAPORE* AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE MU RWANDA, KU WA 14 KAMENA 2018

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;

Dushingiye ku Itegeko n° 62/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya *Singapore* ajyanye no gutwara abantu n'ibintu mu kirere, yakorewe mu Rwanda, ku wa 14 Kamena 2018;

Tumaze kubona Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya *Singapore* ajyanye no gutwara abantu n'ibintu mu kirere, yakorewe mu Rwanda, ku wa 14 Kamena 2018;

PRESIDENTIAL ORDER N° 032/01 OF 31/01/2020 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE, DONE AT RWANDA, ON 14TH JUNE 2018

We, KAGAME Paul,
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015; especially in Articles 112, 120, 122, 167, 168 and 176;

Pursuant to Law n° 62/2019 of 25/10/2019 authorizing the ratification of the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Singapore, done at Rwanda, on 14 June 2018;

Considering the Bilateral Air Service Agreement between Government of the Republic of Rwanda and the Government of the Republic of Singapore, done at Rwanda, on 14th June 2018;

ARRÊTÉ PRÉSIDENTIEL N° 032/01 DU 31/01/2020 RATIFIANT L'ACCORD BILATÉRAL RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE SINGAPOUR, FAIT AU RWANDA, LE 14 JUIN 2018

Nous, KAGAME Paul,
Président de la République;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;

Vu la Loi n° 62/2019 du 25/10/2019 autorisant la ratification de l'Accord Bilatéral relatif aux Services Aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Singapour, fait au Rwanda, le 14 juin 2018;

Considérant l'Accord Bilatéral relatif aux Services Aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Singapour, fait au Rwanda, le 14 juin 2018;

Bisabwe na Minisitiri w'Ibikorwa Remezo;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE:

Ingingo ya mbere: Kwemezwa burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya *Singapore* ajyanye no gutwara abantu n'ibintu mu kirere, yakorewe mu Rwanda, ku wa 14 Kamena 2018, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

On proposal by the Minister of Infrastructure;

After consideration and approval by the Cabinet;

HAVE ORDERED AND ORDER:

Article One: Ratification

The Bilateral Air Service Agreement between Government of the Republic of Rwanda and the Government of the Republic of Singapore, done at Rwanda, on 14th June 2018, annexed to this Order, is ratified and becomes fully effective.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.

Article 3: Commencement

This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Sur proposition du Ministre des Infrastructures;

Après examen et adoption par le Conseil des Ministres;

AVONS ARRÊTÉ ET ARRÊTONS:

Article premier: Ratification

L'Accord bilatéral relatif aux Services Aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Singapour, fait au Rwanda, le 14 juin 2018, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

Article 2: Autorités chargées de l'exécution du présent arrêté

Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.

Article 3: Entrée en vigueur

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA N° 032/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA *SINGAPORE* AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE MU RWANDA, KU WA 14 KAMENA 2018

ANNEX TO PRESIDENTIAL ORDER N° 032/01 OF 31/01/2020 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE, DONE AT RWANDA, ON 14TH JUNE 2018

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 032/01 DU 31/01/2020 RATIFIANT L'ACCORD BILATÉRAL RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE SINGAPOUR, FAIT AU RWANDA, LE 14 JUIN 2018

BILATERAL AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE

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PREAMBLE

The Government of the Republic of Rwanda and the Government of the Republic of Singapore (hereinafter referred to individually as "Rwanda" and "Singapore" respectively and collectively as the "Contracting Parties");

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944;

Desiring to conclude an Agreement in conformity with and supplementary to the said Convention, for the purpose of establishing and operating air services between and beyond their respective territories;

Acknowledging the importance of air transportation as a means of creating and fostering friendship, understanding and co-operation between the people of the two countries;

Desiring to facilitate the expansion of international air transport opportunities;

HAVE AGREED AS FOLLOWS:

ARTICLE 1: DEFINITIONS

(1) For the purpose of this Agreement, unless the context otherwise requires, the term:

a) "aeronautical authorities" means in the case of Rwanda , the Ministry of Infrastructure, and the Rwanda Civil Aviation Authority and in the case of Singapore, the Minister for Transport, and the Civil Aviation Authority of Singapore, 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;

b) "agreed services" means scheduled international air services between and beyond the respective territories of Rwanda and Singapore for the transport of passengers, baggage and cargo, separately or in any combination;

c) "Agreement" means this Agreement, its Annex drawn up in application thereof, and any amendment to the Agreement or to the Annex;

d) "air service", "airline", "international air service" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;

e) "capacity" is the amount(s) of services provided under this Agreement, usually measured in the number of flights (frequencies) or seats or tonnes of cargo offered in a market (city pair, or country to country) or on a route during a specific period, such as daily, weekly, seasonally or annually;

f) "cargo" includes mail;

g) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December 1944, and includes: (i) any amendment thereto which has entered into force under Article 94(a) of the Convention and has been ratified by both Contracting Parties; and (ii) any annex or amendment adopted thereto under Article 90 of that Convention, insofar as such annex or amendment is at any given time effective for both Contracting Parties;

h) "designated airlines" means an airline that has been designated and authorised in accordance with Article 3 (Designation and Authorisation) of this Agreement;

i) "tariffs" means the prices which the designated airlines charge for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including the commissions paid to agencies and other auxiliary services, but excluding remuneration and conditions for carriage of mail;

j) "territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention; and

k) "user charges" means charges made to airlines by the competent authorities or permitted by them to be made for the provision of

airport facilities, property and/or of air navigation facilities, including related services and facilities for aircraft, their crews, passengers, baggage and cargo;

(2) All references to the words in singular shall be construed to include the plural and all references to words in the plural shall be construed to include the singular as the context requires.

(3) In implementing this Agreement, the Contracting Parties shall act in conformity with the provisions of the Convention insofar as those provisions are applicable to international air services.

ARTICLE 2: GRANT OF RIGHTS

(1) Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement to enable its designated airlines to establish and operate agreed services.

(2) The designated airlines of each Contracting Party shall enjoy the following rights:

a) the right to fly across the territory of the other Contracting Party without landing;

b) the right to make stops in the territory of the other Contracting Party for non-traffic purposes;

c) the right to make stops in the territory of the other Contracting Party, for the purpose of taking on and/or discharging international traffic in passengers, baggage and cargo, separately or in any combination, while operating the agreed services in the route schedule annexed to this Agreement; and

d) the rights otherwise specified in this Agreement.

(3) Additionally, the airline(s) of each Contracting Party, other than those designated under Article 3 (Designation and Authorisation) of this Agreement, shall also enjoy the rights specified in subparagraphs 2(a) and 2(b) of this Article.

(4) Nothing in this Article shall be deemed to confer on any designated airlines of either Contracting Party the privilege of taking on, in the territory of the other Contracting Party, passengers, baggage and cargo carried for remuneration or hire and destined for another point within the territory of that other Contracting Party.

(5) If because of armed conflict, political disturbances or developments or special and unusual circumstances a designated airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangement of routes as is mutually decided by the Contracting Parties.

(6) The designated airlines shall have the right to use all airways, airports and other facilities provided by the Contracting Parties on a non-discriminatory basis.

(7) All rights granted in this Article by each Contracting Party shall not be assigned to any other third party.

ARTICLE 3: DESIGNATION AND AUTHORISATION

(1) The aeronautical authorities of each Contracting Party shall have the right to designate one or more airline(s) for the purpose of operating the agreed services and to withdraw or alter the designation of any such airline or to substitute another airline for one previously designated. Such designations and any changes thereto shall be made in writing by the aeronautical authorities of the Contracting Party having designated the airline to the aeronautical authorities of the other Contracting Party.

(2) On receipt of a notice of designation, substitution or alteration thereto, and on application from the designated airline in the form and manner prescribed, the other Contracting Party shall, grant the appropriate operating authorisations with minimum procedural delay, provided:

a) the incorporation and principal place of business of the airline are in the territory of the Contracting Party designating the airline;

b) the Contracting Party designating the airline has and maintains effective regulatory control of the airline;

c) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Contracting Party considering the application or applications; and

d) the Contracting Party designating the airline is maintaining and administering the standards set forth in Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement.

(3) When an airline has been so designated and authorised, it may begin at any time to operate the agreed services in whole or in part, provided that the airline complies with the applicable provisions of this Agreement.

ARTICLE 4: 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) the aeronautical authorities are not satisfied that the incorporation and principal place of business of the airline are in the territory of the Contracting Party designating the airline; or

b) the aeronautical authorities are not satisfied that the Contracting Party designating the airline has and maintains effective regulatory control of the airline; or

c) the airline is not qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Contracting Party receiving the designation; or

d) the other Contracting Party designating the airline is not maintaining and administering the standards as set forth in

Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement; or

e) the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

(2) Unless immediate action is essential to prevent further noncompliance with subparagraphs 1(b) or 1(c) of this Article, the rights established by this Article shall be exercised only after consultation with the aeronautical authorities of the other Contracting Party, as provided for in Article 21 (Consultations) of this Agreement.

(3) This Article does not limit the rights of either Contracting Party to withhold, revoke, limit, suspend, limit or impose conditions on the operating authorisation of a designated airline or airlines of the other Contracting Party in accordance with the provisions of Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement

(4) In the event of action by one Contracting Party under this Article, the rights of the other Contracting Party under Article 23 (Settlement of Disputes) shall not be prejudiced.

ARTICLE 5: APPLICATION OF LAWS

(1) While entering, within, or leaving the territory of one Contracting Party, its laws and regulations relating to the operation and navigation of aircraft shall be complied with by the designated airline of other Contracting Party.

(2) While entering, within, or leaving the territory of one Contracting Party, its laws and regulations relating to the admission to, or departure from its territory of passengers, baggage, crew and cargo, on aircraft (including regulations relating to entry, clearance, aviation security, immigration, passports, customs, currency, health, quarantine and sanitary measures or in the case of mail, postal laws and regulations) shall be complied with by or on behalf of such passengers, baggage, crew and cargo of the other Contracting Party's airlines.

(3) Neither Contracting Party may grant any preference to its own or any

other airline(s) over the designated airline(s) of the other Contracting Party in the application of the laws and regulations provided for in this Article.

(4) Passengers, baggage and cargo in direct transit across the territory of each Contracting Party and not leaving areas of the airport reserved for such purpose shall, except in respect of security measures against violence, air piracy, narcotics control be subject to no more than a simplified control. Such baggage and cargo in direct transit shall be exempt from customs duties, excise taxes and other similar national and/or local fees and charges.

ARTICLE 6: AVIATION SAFETY

(1) Each Contracting Party may request consultations at any time concerning safety standards maintained by the other Contracting Party relating to aeronautical facilities, flight crew, aircraft and operation of the designated airlines. Such consultations shall take place within 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 (Witholding, 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 *Montreal Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation*, signed at Montreal on 24 February 1988, *the Convention on the Marking of Plastic Explosives for the Purpose of Detection*, signed at Montreal on 1 March 1991, and any other convention and protocol relating to the security of civil aviation which both Contracting Parties adhere to.

(4) The Contracting Parties shall provide upon request all practicable assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities and any other relevant threat to the security of civil aviation.

(5) The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as annexes to the Convention to the extent that such security provisions are applicable to the

Contracting Parties.

(6) In addition, the Contracting Parties shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions as are applicable to the Contracting Parties.

(7) Each Contracting Party agrees that its operators of aircraft referred to in paragraph (6) of this Article may be required to observe the aviation security provisions referred to in paragraph (4) of this Article applied by the other Contracting Party for entry into, departure from, or while within the territory of that other Contracting Party.

(8) Each Contracting Party shall ensure that measures are effectively applied within its territory to protect the aircraft and to security screen their passengers, crew and carry-on items and to carry out appropriate security checks on baggage, cargo and aircraft stores prior to boarding or loading. Each Contracting Party also agrees to give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

(9) When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate such incident or threat as rapidly as possible commensurate with minimum risk to life from such incident or threat.

(10) When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the aeronautical authorities of the first Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for the application of paragraph (1) of Article 4 (Withholding, Revocation, Suspension and Limitation of Operating 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 airlines of the other Contracting Party, a first refusal requirement, uplift ratio, no objection fee or any other requirement with respect to capacity, frequencies or traffic which would be inconsistent with the purposes of this Agreement.

ARTICLE 10: APPROVAL OF SCHEDULES

(1) The designated airlines of each Contracting Party shall submit for approval to the aeronautical authorities of the other Contracting Party thirty (30) days prior to the inauguration of its international air services, the schedule of intended services, specifying the frequency, the type of aircraft, and period of validity. This requirement shall likewise apply to any modification thereof.

(2) If a designated airline of a Contracting Party wishes to operate ad-hoc flights supplementary to those covered in the approved schedules, it shall obtain prior permission of the aeronautical authorities of the Contracting Party concerned, which shall give positive and favorable consideration to such request.

ARTICLE 11: STATISTICS

(1) The aeronautical authorities of each Contracting Party shall provide or

cause its designated airlines to provide to the aeronautical authorities of the other Contracting Party, at their request, statistics relating to the traffic uplifted from and discharged in the territory of that other Contracting Party as may be reasonably required.

ARTICLE 12: COOPERATIVE MARKETING ARRANGEMENTS

(1) In operating or holding out the agreed services on the specified routes, any designated airline of one Contracting Party may enter into cooperative marketing arrangements such as code-sharing, blocked-space, free flow or any other joint venture arrangements with:

a) an airline(s) of the same Contracting Party, or

b) an airline(s) of the other Contracting Party; or

c) an airline(s) of a third country,

provided that all airlines in such arrangements hold the appropriate authority to operate on the routes and segments concerned.

(2) In the event of code-sharing arrangement, the marketing airline shall, in respect of any ticket sold by it, make it clear to the purchaser at the point of sale which airline or airlines will actually operate each sector of the service and with which airline the purchaser is entering into a contractual relationship.

(3) The Contracting Parties agree to take the necessary action to ensure that consumers are fully informed and protected with respect to code-share flights operating to or from their territory and that, as a minimum, passengers be provided with the necessary as provided for in paragraph 2 of this Article.

(4) All code-sharing arrangements shall have prior approval of the appropriate aeronautical authorities before implementation.

(5) It is the common understanding of both Contracting Parties that code-share services are not counted against the frequency entitlement of the marketing airline.

ARTICLE 13: COMMERCIAL ACTIVITIES

(1) The designated airlines of each Contracting Party shall have the right to establish in the territory of the other Contracting Party offices for the purpose of selling and marketing international air services as well as for other ancillary products and facilities required for the provision of air services.

(2) The designated airlines of each Contracting Party shall be entitled, in accordance with the laws and regulations of the other Contracting Party relating to entry, residence and employment, to bring in and maintain in the territory of the other Contracting Party managerial, operational, sales, technical and specialist personnel of any nationality and representatives as they may be required in connection with the provision of air services.

(3) Such representatives and staff requirements mentioned in paragraph 2 of this Article may, at the option of the designated airline, be satisfied by its own personnel of any nationality or by using the services of any other airline, organisation or company operating in the territory of the other Contracting Party and authorised to perform such services in the territory of such other Contracting Party.

(4) The designated airlines of each Contracting Party shall, either directly and at their discretion, through agents, have the right to engage in the sale of air services and its ancillary products and facilities in the territory of the other Contracting Party.

(5) The designated airlines of each Contracting Party shall have the right to sell, and any person shall be free to purchase, such air services and its ancillary products and facilities in local currency or in any other freely convertible currency.

(6) The designated airline of each Contracting Party shall have the right to pay for local expenses in the territory of the other Contracting Party in local currency or provided that this is in accordance with local currency regulations, in any freely convertible currencies.

(7) Each designated airline shall have the right to provide their own ground handling services in the territory of the other Contracting Party or

otherwise to contract these services out, in full or in part, at its option, with any of the suppliers authorised for the provision of such services. Where the laws and regulations applicable to ground handling in the territory of one Contracting Party do not allow self-handling or limit the freedom to contract these services out, each designated airline shall be treated on a non-discriminatory basis as regards their access to ground handling services provided by a supplier or suppliers.

ARTICLE 14: TARIFFS

(1) Each Contracting Party shall allow tariffs for air transportation to be established by each designated airline based upon commercial considerations in the marketplace. Intervention by the Contracting Parties shall be limited to:

a) prevention of tariffs whose application constitutes anti-competitive behavior which has or is likely to or intended to have the effect of crippling a competitor or excluding a competitor from a route;

b) protection of consumers from tariffs that are unreasonably high or restrictive due to the abuse of a dominant position; and

c) protection of designated airlines from tariffs that are artificially low.

(2) Tariffs for international air transportation between the territories of the Contracting Parties shall not be required to be filed. Notwithstanding the foregoing, the designated airlines of the Contracting Parties shall continue to provide immediate access, on request, to information on historical, existing, and proposed tariffs to the aeronautical authorities of the Contracting Parties in a manner and format acceptable to those aeronautical authorities.

(3) Neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a tariff proposed to be charged or charged by a designated airline of either Contracting Party for international air transportation. If either Contracting Party believes that any such tariff is inconsistent with the considerations set forth in paragraph 1 of this Article, it shall request for consultations and notify

the other Contracting Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than thirty (30) days after receipt of the request, and the Contracting Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the Contracting Parties reach agreement with respect to a tariff for which a notice of dissatisfaction has been given, each Contracting Party shall use its best efforts to put that agreement into effect. Without such mutual agreement to the contrary, the tariff shall go into effect or continue in effect.

ARTICLE 15: CUSTOMS DUTIES AND OTHER CHARGES

(1) Each Contracting Party shall on the basis of reciprocity exempt the designated airlines of the other Contracting Party to the fullest extent possible under its national law from import restrictions, custom duties, direct or indirect taxes, inspection fees and all other national and/or local duties and charges on aircraft as well as their regular equipment, fuel, lubricants, maintenance equipment, aircraft tools, consumable technical supplies, spare parts including engines, aircraft stores including but not limited to such items as food, beverages, liquor, tobacco and other products for sale to or use by passengers during flight and other items intended for or used solely in connection with the operation or servicing of aircraft used by such designated airlines, as well as printed ticket stock, airway bills, staff uniforms, computers and ticket printers used by the designated airlines for reservations and ticketing, any printed material which bears the insignia of the designated airline printed thereon and usual publicity and promotional materials distributed free of charge by such designated airlines.

(2) The exemptions granted by this Article shall apply to the items referred to in paragraph (1) of this Article which are:

a) introduced into the territory of one Contracting Party by or on behalf of a designated airline of the other Contracting Party;

b) retained on board the aircraft of a designated airline of one Contracting Party upon arriving in and until leaving the territory of the other Contracting Party and/or consumed during flight over that territory; or

c) taken on board the aircraft of a designated airline of one Contracting Party in the territory of the other Contracting Party and intended for use in operating the agreed services;

whether or not such items are used or consumed wholly or partly within the territory of the Contracting Party granting the exemption, provided such items are not alienated in the territory of the said Contracting Party.

(3) The regular airborne equipment, as well as the materials, supplies and stores normally retained on board the aircraft used by the designated airline of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that other Contracting Party. In such case, they may be required to be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

(4) The exemptions provided for by this Article shall also be available in situations where the designated airlines of one Contracting Party have entered into arrangements with another airline(s), for the loan or transfer in the territory of the other Contracting Party, of the regular equipment and the other items referred to in paragraph 1 of this Article, provided that that other airline enjoys the same exemption(s) from that other Contracting Party.

ARTICLE 16: USER CHARGES

(1) Each Contracting Party shall use its best efforts to ensure that the user charges imposed or permitted to be imposed by its competent charging bodies on the designated airlines of the other Contracting Party for the use of airports and other aviation facilities are just and reasonable. These charges shall be based on sound economic principles and shall not be higher than those paid by other airlines for such services.

(2) Neither Contracting Party shall give preference, with respect to user charges, to its own or to any other airline(s) engaged in similar international air services and shall not impose or permit to be imposed, on the designated airline(s) of the other Contracting Party user charges higher than those imposed on its own designated airline(s) operating

similar international air services using similar aircraft and associated facilities and services.

(3) Each Contracting Party shall encourage consultations between its competent charging bodies and the designated airlines using the services and facilities, where practicable through those airlines' representative organisations. Each Contracting Party shall encourage the competent charging bodies to provide users with reasonable notice whenever possible of any proposal for changes in user charges together with relevant supporting information and data, to enable users to express their views before the charges are revised.

ARTICLE 17: TRANSFER OF FUNDS

(1) Each Contracting Party shall grant to the designated airlines of the other Contracting Party the right to transfer freely the excess of receipts over expenditure earned by such airlines in its territory in connection with the sale of air services, sale of other ancillary products and services as well as commercial interest earned on such revenues (including interest earned on deposits awaiting transfer). Such transfers shall be effected in any convertible currency, in accordance with the foreign exchange regulations of the Contracting Party in the territory of which the revenue accrued. Such transfer shall be effected on the basis of official exchange rates or where there is no official exchange rate, such transfers shall be effected on the basis of the prevailing foreign exchange market rates for current payments.

(2) If a Contracting Party imposes restrictions on the transfer of excess of receipts over expenditure by the designated airlines of the other Contracting Party, that other Contracting Party shall have a right to impose reciprocal restrictions on the designated airlines of the first Contracting Party.

(3) In the event that there exists, a special agreement between the Contracting Parties for the transfer of funds between the two Contracting Parties, such agreement shall prevail.

ARTICLE 18: LEASING

(1) Each Contracting Party may prevent the use of leased aircraft for air services under this Agreement which does not comply with Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement.

(2) Subject to paragraph 1 of this Article, the designated airlines of each Contracting Party may use aircraft (or aircraft and crew) leased from any company, including other airlines, provided that this would not result in a lessor airline exercising traffic rights it does not have.

ARTICLE 19: INTERMODAL SERVICES

(1) The designated airlines of each Contracting Party shall be permitted to use surface modes of transport, subject to the national laws and regulations of the Contracting Party receiving the designated airlines, in conjunction with the international passenger and/or cargo air services

ARTICLE 20: EXCHANGE OF INFORMATION

(1) The aeronautical authorities of both Contracting Parties shall exchange information as needed in order to achieve close cooperation and agreement in all matters pertaining to the application of this Agreement.

ARTICLE 21: CONSULTATIONS

(1) In a spirit of close cooperation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of and satisfactory compliance with, the provisions of this Agreement.

(2) Except as provided in Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement, either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of this Agreement and/or its Annex. Such consultations, which may be through discussion or correspondence, shall begin within a period of sixty (60) days from the date of receipt of such a request, unless

otherwise agreed by both Contracting Parties.

ARTICLE 22: AMENDMENT OF AGREEMENT

(1) If either Contracting Party considers it desirable to amend any provision of this Agreement, it shall notify the other Contracting Party in writing on the need for amendment.

(2) Any amendment to this Agreement agreed upon by the Contracting Parties, shall enter into force upon the completion of the exchange of diplomatic notes confirming such agreement.

(3) Notwithstanding the provisions of paragraph 2 of this Article, any amendment of the Annex to this Agreement shall be agreed upon in writing between the aeronautical authorities of the Contracting Parties and shall enter into force on the date to be determined by the said Authorities.

(4) This Agreement shall, subject to the necessary changes, be deemed to have been amended by those provisions of any international convention or multilateral agreement which becomes binding on both Contracting Parties.

ARTICLE 23: SETTLEMENT OF DISPUTES

(1) If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement the Contracting Parties shall in the first place endeavor to settle it by consultations or through diplomatic channels.

(2) If the Contracting Parties fail to reach a settlement by consultations or through diplomatic channels, they may agree to refer the dispute for decision to some person or body, as they may agree on, for mediation.

(3) If the Contracting Parties do not agree to mediation, or if a settlement is not reached by consultations or through diplomatic channels, the dispute shall, at the request of either Contracting Party, be submitted for decision to a tribunal of three (3) arbitrators which shall be constituted in the following manner:

a) Within thirty (30) days of receipt of a written request for arbitration, each Contracting Party shall appoint one arbitrator. A national of a third State, who shall act as the President of the tribunal, shall be nominated as the third arbitrator by the two appointed arbitrators within sixty (60) days of the appointment of the second arbitrator;

b) If within the time limits specified in subparagraph 3(a) of this Article, any appointment has not been made, either Contracting Party may, in writing, request the President of the Council of the International Civil Aviation Organization to make the necessary appointment within thirty (30) days. If the President is of the same nationality as one of the Contracting Parties, the most senior Vice President who is not disqualified on that same ground shall make the appointment. In such case the arbitrator or arbitrators appointed by the said President or the Vice President as the case may be, shall not be nationals or permanent residents of the Contracting Parties to this Agreement.

(4) Except as hereinafter provided in this Article or otherwise agreed by the Contracting Parties, the tribunal shall determine the place where the proceedings will be held and the limits of its jurisdiction in accordance with this Agreement. The tribunal shall establish its own procedure. At the direction of the tribunal, or at the written request of either of the Contracting Parties, a conference to determine the precise issues to be arbitrated shall be held not later than thirty (30) days after the tribunal is fully constituted.

(5) Except as otherwise agreed by the Contracting Parties or prescribed by the tribunal, each Contracting Party shall submit a memorandum within forty-five (45) days after the tribunal is fully constituted. Replies shall be due sixty (60) days later. The tribunal shall hold a hearing at the request of either Contracting Party, or at its discretion, within thirty (30) days after replies are due.

(6) The tribunal shall attempt to give a written decision within thirty (30) days after completion of the hearing or, if no hearing is held, thirty (30) days after both replies are submitted. The decision shall be taken by a majority vote.

(7) The Contracting Parties may submit written requests for clarification of the decision within fifteen (15) days after they receive the decision of the tribunal, and such clarification shall be issued within fifteen (15) days of such request.

(8) The Contracting Parties shall comply with any stipulation, provisional ruling or final decision of the tribunal.

(9) Subject to the final decision of the tribunal, each of the Contracting Parties shall bear the costs of its arbitrator and an equal share of the other costs of the tribunal, including any expenses incurred by the President or Vice President of the Council of the International Civil Aviation Organization in implementing the procedures in subparagraph 3(b) of this Article.

(10) If, and as long as, either Contracting Party fails to comply with a decision contemplated in paragraph 6 of this Article, the other Contracting Party may withhold, limit, suspend or revoke any rights or privileges which it has granted under this Agreement to the Contracting Party in default.

ARTICLE 24: REGISTRATION

(1) This Agreement and any amendments thereto shall be registered upon their entry into force with the International Civil Aviation Organization.

ARTICLE 25: TERMINATION

(1) Either Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) months after the date of receipt of notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period.

(2) In the absence of acknowledgment of receipt of a notice of termination by the other Contracting Party, notice shall be deemed to have been received by it fourteen (14) days after the receipt of the notice by the International

Civil Aviation Organization.

ARTICLE 26: ENTRY INTO FORCE

(1) This Agreement shall enter into force on the date of the later note in an exchange of Notes through diplomatic channels between the Contracting Parties, confirming that their respective domestic requirements for bringing the Agreement into force have been complied with.

(2) Pending the entry into force of the Agreement in accordance with paragraph (1) of this Article, the Agreement shall be applied provisionally by the Contracting Parties from the date of its signature.

IN WITNESS WHEREOF the undersigned being duly authorised thereto by their respective Governments, have signed this Agreement in English Language.

Done at Rwanda on this 14th day of June of the year 2018

FOR THE GOVERNMENT OF THE REPUBLIC OF RWANDA

.....

Hon. Eng. Jean de Dieu UWIHANGANYE
Minister of State in Charge of Transport,
Ministry of Infrastructure

FOR THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE

.....

Dr Koh Poh Koon
Senior Minister of State,
Ministry of Trade and Industry

ANNEX

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

and vice-versa.

Section 2:

Routes to be operated by the designated airline(s) of Singapore

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points	Any Points	Any Points	Any Points

and vice-versa.

NOTES

(1) While operating an agreed service on a specified route, each designated airline may, in addition to the rights specified in Article 2 (Grant of Rights) of this Agreement, on any or all flights and at its option:

(a) operate flights in either or both directions;

(b) combine different flight numbers within one aircraft operation;

(c) serve intermediate and beyond points and points in the territories of the Contracting Parties, including co-terminal points, on the routes in any combination and in any order;

(d) omit stops at any point or points;

(e) transfer traffic, including code-sharing operations, from any of its aircraft to any of its other aircraft at any point on the routes;

(f) serve points behind any point in the territory of the Contracting Party designating the airline with or without change of aircraft or flight number and may hold out and advertise such services to the public as through services; and

(g) make stopovers at any point whether within or outside the territories of the Contracting Parties;

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 cargo services, the service serves a point in the territory of the Contracting Party designating the airline(s).

(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.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 032/01 ryo ku wa 31/01/2020 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya *Singapore* ajyanye no gutwara abantu n'ibintu mu kirere, yakorewe mu Rwanda, ku wa 14 Kamena 2018

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Presidential Order n° 032/01 of 31/01/2020 ratifying the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Singapore, done at Rwanda, on 14th June 2018

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à l'Arrêté Présidentiel n° 032/01 du 31/01/2020 ratifiant l'Accord Bilatéral relatif aux Services Aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Singapour, fait au Rwanda, le 14 juin 2018

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA N° 033/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA Y'URWANDA N'UBWAMI BWA HISIPANIYA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE YAKOREWE I NAYIROBI MURI KENYA, KU WA 10 UKUBOZA 2018

PRESIDENTIAL ORDER N° 033/01 OF 31/01/2020 RATIFYING THE AIR TRANSPORT AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE KINGDOM OF SPAIN, DONE AT NAIROBI, KENYA, ON 10TH DECEMBER 2018

ARRÊTÉ PRÉSIDENTIEL N° 033/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AU TRANSPORT AÉRIEN ENTRE LA RÉPUBLIQUE DU RWANDA ET LE ROYAUME D'ESPAGNE, FAIT À NAIROBI AU KENYA, LE 10 DÉCEMBRE 2018

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

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Twebwe, KAGAME Paul,
Perezida wa Repubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;

Dushingiye ku Itegeko n° 63/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Repubulika y'u Rwanda n'Ubwami bwa Hisipaniya ajyanye no gutwara abantu n'ibintu mu kirere, yakorewe i Nayirobi, muri Kenya, ku wa 10 Ukuboza 2018;

Tumaze kubona Amasezerano hagati ya Repubulika y'u Rwanda n'Ubwami bwa Hisipaniya ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Nayirobi muri Kenya, ku wa 10 Ukuboza 2018;

Bisabwe na Minisitiri w'Ibikorwa Remezo;

PRESIDENTIAL ORDER N° 033/01 OF 31/01/2020 RATIFYING THE AIR TRANSPORT AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE KINGDOM OF SPAIN, DONE AT NAIROBI, KENYA, ON 10 DECEMBER 2018

We, KAGAME Paul,
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015; especially in Articles 112, 120, 122, 167, 168 and 176;

Pursuant to Law n° 63/2019 of 25/10/2019 authorizing the ratification of the Air Transport Agreement between the Republic of Rwanda and the Kingdom of Spain, done at Nairobi, Kenya, on 10 December 2018;

Considering the Air Transport Agreement between the Republic of Rwanda and the Kingdom of Spain, done at Nairobi, Kenya, on 10th December 2018;

On proposal by the Minister of Infrastructure;

ARRÊTÉ PRÉSIDENTIEL N° 033/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AU TRANSPORT AÉRIEN ENTRE LA RÉPUBLIQUE DU RWANDA ET LE ROYAUME D'ESPAGNE, FAIT À NAIROBI AU KENYA LE 10 DÉCEMBRE 2018

Nous, KAGAME Paul,
Président de la République;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;

Vu la Loi n° 63/2019 du 25/10/2019 autorisant la ratification de l'Accord relatif au transport aérien entre la République du Rwanda et le Royaume d'Espagne, fait à Nairobi au Kenya, le 10 décembre 2018;

Considérant l'Accord relatif au Transport Aérien entre la République du Rwanda et le Royaume d'Espagne, signé à Nairobi au Kenya, le 10 décembre 2018;

Sur proposition du Ministre des Infrastructures;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE:

Ingingo ya mbere: Kwemezwa burundu

Amasezerano hagati ya Repubulika y'u Rwanda n'Ubwami bwa Hisipaniya ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yakorewe i Nayirobi muri Kenya, ku wa 10 Ukuboza 2018, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

After consideration and approval by the Cabinet;

HAVE ORDERED AND ORDER:

Article One: Ratification

The Air Transport Agreement between the Republic of Rwanda and the Kingdom of Spain, done at Nairobi, Kenya, on 10th December 2018, annexed to this Order, is ratified and becomes fully effective.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.

Article 3: Commencement

This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Après examen et adoption par le Conseil des Ministres;

AVONS ARRÊTÉ ET ARRÊTONS:

Article premier: Ratification

L'Accord relatif au Transport Aérien entre la République du Rwanda et le Royaume d'Espagne, fait à Nairobi au Kenya, le 10 décembre 2018, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

Article 2: Autorités chargées de l'exécution du présent arrêté

Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.

Article 3: Entrée en vigueur

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA N° 033/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA Y'U RWANDA N'UBWAMI BWA HISIPANIYA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I NAYIROBI MURI KENYA, KU WA 10 UKUBOZA 2018

ANNEX TO PRESIDENTIAL ORDER N° 033/01 OF 31/01/2020 RATIFYING THE AIR TRANSPORT AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE KINGDOM OF SPAIN, DONE AT NAIROBI, KENYA, ON 10TH DECEMBER 2018

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 033/01 DU 31/01/2020 ATIFIANT L'ACCORD RELATIF AU TRANSPORT AÉRIEN ENTRE LA RÉPUBLIQUE DU RWANDA ET LE ROYAUME D'ESPAGNE, FAIT À NAIROBI AU KENYA, LE 10 DÉCEMBRE 2018

AIR TRANSPORT AGREEMENT

BETWEEN

THE REPUBLIC OF RWANDA

AND

THE KINGDOM OF SPAIN

INDEX

PREAMBLE

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AIR TRANSPORT AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE KINGDOM OF SPAIN

The Republic of Rwanda and the Kingdom of Spain hereinafter referred to as the Contracting Parties;

Desiring to promote an international aviation system which offers fair and equal opportunities to their respective airlines for the operation of the services and which allows them to compete in accordance with the laws and regulations of each Contracting Party;

Desiring to facilitate the expansion of international air transport opportunities;

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 jeopardize the safety of persons or property; and

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944;

Have agreed as follows:

ARTICLE 1

DEFINITIONS

For the purpose of the interpretation and application of this Agreement, except as otherwise provided herein:

a) the term **Convention** means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any Annex adopted under Article 90 of that Convention, any amendment of the Annexes or the Convention under Article 90 and 94 thereof so far as those Annexes and amendments have become effective for or have been ratified by both Contracting Parties;

b) the term **Aeronautical Authorities** means in the case of the Kingdom of Spain, on the civil level, the Ministry of Fomento (General Directorate of Civil Aviation), and in the case of the Republic of Rwanda, the Ministry of Infrastructure or, in both cases, any person or body duly authorized to perform any function related to this Agreement exercised by the said Authorities;

c) the term **designated airline** means the airline providing international air services that each Contracting Party has designated to operate the agreed services on the specified routes as established in the Annex to this Agreement and in accordance with Article 3 of this Agreement;

d) the terms **territory, international air service,** and **stop for non-traffic purposes** have the meanings specified in Articles 2 and 96 of the Convention;

e) the term **Agreement** means this Agreement, its Annex and any amendments thereto;

f) the term **specified routes** means the routes established or to be established in the Annex to this Agreement;

g) the term **agreed services** means the international air services which can be operated, according to the provisions of this Agreement, on the specified routes;

h) the term **tariff** means the prices to be paid for the carriage of passengers, baggage and freight (except mail) including any significant additional benefit granted or provided together with the said transport as well as the commission to be paid in connection with the sale of tickets and with the corresponding transactions for the carriage of goods. It also includes the conditions for the application of the transport price and the payment of the appropriate commission.

i) the term **nationals,** in the case of Spain, shall be understood as referring to nationals of European Union Member States.

j) the term **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

OPERATING RIGHTS

1. 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 Annex hereto.

2. The airlines designated by each Contracting Party, shall enjoy, while operating an agreed service on a specified route, the following rights:

a) to fly over the territory of the other Contracting Party without landing;

b) to make stops in the said territory for non-traffic purposes;

c) to make stops in the said territory at points specified in the Route Schedule in the Annex to this Agreement for the purpose of taking on or putting down international traffic of passengers, cargo and mail, jointly or separately, in accordance with the provisions of the Annex to this Agreement, to or from the territory of the other Contracting Party or to or from the territory of another State;

3. Airlines of either Contracting Party other than the designated airlines shall be ensured the rights specified in paragraphs a) and b) above.

4. Nothing in this Agreement shall be deemed to confer on the designated airlines of one Contracting Party rights of cabotage in the territory of the other Contracting Party.

ARTICLE 3

DESIGNATION OF AIRLINES

1. Each Contracting Party shall have the right to designate by written notification through diplomatic channels to the other Contracting Party as many airlines as it wishes for the purpose of operating the agreed services on the specified routes and to substitute another airline for an airline previously designated.

2. On receipt of such designation, and on application from the designated airline, in the form and manner prescribed, the other Contracting Party shall grant without delay the appropriate operating authorizations and permissions, subject to the provisions of paragraphs 3) and 4) of this Article.

3. The Aeronautical Authorities of one Contracting Party may require any airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil 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. The granting of the operating authorizations referred to in paragraph 2 of this Article shall require:

4.1. in the case of an airline designated by the Kingdom of Spain:

4.1.1. it is established in the territory of the Kingdom of Spain under the EU Treaties and has a valid Operating Licence in accordance with European Union law; and

4.1.2. effective regulatory control of the airline is exercised and maintained by the European Union Member State responsible for issuing its Air Operator Certificate and the relevant Aeronautical Authority is clearly identified in the designation; and

4.1.3 the airline is owned, directly or through majority ownership, and it is effectively controlled by Member States of the European Union and/or nationals of EU Member States, and/or by other States listed in Annex II and/or by nationals of such other States.

4.2. in the case of an airline designated by the Republic of Rwanda:

4.2.1. it is established in the territory of the Republic of Rwanda and is licensed in accordance with the applicable law of the Republic of Rwanda; and

4.2.2. the Republic of Rwanda has and maintains effective regulatory control of the airline; and

4.2.3. the airline is owned, directly or through majority ownership, and it is effectively controlled by the Republic of Rwanda.

5. When an airline has been so designated and authorized, it may begin at any time to operate the agreed services in accordance with the provisions established in this Agreement.

ARTICLE 4

REVOCATIONS

1. Each Contracting Party shall have the right to revoke an operating authorization or technical permissions or to suspend the exercise of the rights specified in Article 2 of this Agreement given to the airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary for the exercise of these rights:

a) 1. in the case of an airline designated by the Kingdom of Spain:

i) it is not established in the territory of the Kingdom of Spain 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 and/or nationals of EU Member States, and/or by other States listed in Annex II and/or by nationals of such other States.

2. 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 or is not licensed in accordance with the applicable law of the Republic of Rwanda; or

ii) the Republic of Rwanda is not maintaining effective regulatory control of the airline; or

iii) the airline is not owned, directly or through majority ownership, or it is not effectively controlled by the Republic of Rwanda.

b) in the case of failure by that airline to comply with the laws and regulations of the Contracting Party granting these rights, or

c) in any case in which that airline otherwise fails to operate the agreed services in accordance with the conditions prescribed under this

Agreement.

d) in the case of failure by the other Contracting Party to comply with or apply the Safety and Security standards in accordance with Articles 11 and 12 of this Agreement.

2. Without prejudice to the provisions under Articles 11 and 12 and unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1) of this Article are essential to prevent further infringement of the laws and regulations, such a right shall be exercised only after consultations with the other Contracting Party.

ARTICLE 5

EXEMPTIONS

1. Aircraft operated in international air services by the designated airlines of either Contracting Party, as well as their regular equipment, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) which are on board such aircraft shall be exempt from all customs duties and other duties or taxes in the territory of the other Contracting Party, provided that such equipment and supplies remain on board the aircraft up to such time as they are reexported.

2. There shall also be exempt from the same duties and taxes, with the exception of payments corresponding to the service performed:

a) aircraft stores taken on board in the territory of either Contracting Party, within the limits fixed by the Authorities of the said Contracting Party, and for use on board the aircraft engaged in international air services of the other Contracting Party;

b) spare parts, brought into the territory of either Contracting Party for the maintenance or repair of aircraft used on international air services by the designated airlines of the other Contracting Party;

c) fuels and lubricants destined to supply aircraft operated on international air services by the designated airlines 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 Contracting Party in which they are taken on board.

d) printed tickets, airway bills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed without charge by the designated airlines.

3. Regular airborne equipment, as well as materials and supplies 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 such territory. In such case, they may be placed under the supervision of the said Authorities up to such time as they are re-exported or otherwise disposed of in accordance with the Customs regulations.

4. The exemptions provided for by this Article shall also be available in situations where the designated airlines of either Contracting Party have entered into arrangements with other airlines, for the loan or transfer in the territory of the other Contracting Party, of the regular equipment and the other items referred to in this Article

provided that the other airline or airlines enjoy the same exemptions from that other Contracting Party.

5. Passengers in transit across the territory of either Contracting Party as well as their baggage shall be subject to the controls established under the applicable Customs regulations. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes levied on imports.

6. The exemptions provided for in this Article shall be granted in accordance with the procedures established in the Customs regulations.

ARTICLE 6

AIRPORT CHARGES

Fees and other charges for the use of each airport including its installations, technical and other facilities and services as well as any charges for the use of air navigation facilities, communication facilities and services shall be made in accordance with the rates and tariffs established by each Contracting Party on the territory of its State, in accordance with Article 15 of the Convention provided that the said fees may not exceed the fees imposed on its own national aircraft used on similar international services for the use of the said airport and services.

ARTICLE 7

TARIFFS

1. The tariffs to be charged by the designated airlines of each Contracting Party for the international carriage in the services provided under this Agreement shall be freely established at reasonable levels, due regard being paid to all relevant factors, including the cost of operation, the characteristics of the service, the interests of users, a reasonable profit and other market considerations.

2. Each Contracting Party may require notification to or filing with its aeronautical authorities of tariffs to be charged to or from its territory by airlines of the other Contracting Party. Notification or filing by the airlines of both Contracting Parties may be required no more than thirty (30) days before the proposed date of effectiveness. In individual cases, notification or filing may be permitted on shorter notice than normally required. Neither Contracting Party shall require the notification or filing by airlines of the other Contracting Party of tariffs charged by charterers to the public, except as may be required on a non-discriminatory basis for information purposes.

3. Without prejudice of the applicable competition and consumer protection laws prevailing in each Contracting Party, neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of an effective tariff proposed to be charged or charged by a designated airline of the other Contracting Party for international air transportation in the services provided under this Agreement. Intervention by the Contracting Parties shall be limited to:

a) prevention of unreasonably discriminatory prices or practices;

b) protection of consumers from prices that are unreasonably high or restrictive due to the abuse of a dominant position.

c) protection of airlines from prices that are artificially low due to direct or indirect subsidy or support;

d) protection of airlines from prices that are artificially low, where evidence exists as to an intent to eliminate competition.

4. Without prejudice to the provisions of paragraph 3 of this Article, the Aeronautical Authorities of either Contracting Party may expressly approve those tariffs submitted by the designated airlines. Where such Aeronautical Authorities find that a certain tariff falls within the categories set forth in paragraph 3.a, 3.b, 3.c and 3.d they shall send reasoned notification of its dissatisfaction to the Aeronautical Authorities of the other Contracting Party and to the airline involved as soon as possible, and in no event later than thirty (30) days after the date of notification or filing of the tariff in question; and it may request consultations in accordance with the procedures established under paragraph 5 of this Article. Unless both Aeronautical Authorities have agreed to disapprove tariffs in writing in accordance with the procedures above, the tariffs shall be treated as having been approved.

5. The Aeronautical Authorities of each Contracting Party may request the Aeronautical Authorities of the other Contracting Party consultations on any tariff charged by an airline of the other Contracting Party for the international carriage to or from the territory of the first Contracting Party, including those tariffs for which a notice of dissatisfaction has been given. These consultations shall be held not later than thirty (30) days after receipt of the request. The Contracting Parties shall cooperate in securing the necessary information for a reasoned resolution of the issue. If an agreement is reached with respect to a tariff for which a notice of dissatisfaction has been given, the Aeronautical Authorities of each Contracting Party shall use their best efforts to put that agreement into effect. If such mutual agreement is not reached, the tariff shall go into effect or continue in effect.

6. A tariff established in accordance with the provisions of this Article shall remain in force until a new tariff has been established. Any tariff approved without an expiry date shall remain in force if no other tariff has been filed or approved until its withdrawal by the airline concerned, or until both Contracting Parties agree that such tariff shall no longer be in effect.

ARTICLE 8

COMMERCIAL OPPORTUNITIES

1. The designated airlines of each Contracting Party shall be allowed, on the basis of reciprocity, to maintain in the territory of the other Contracting Party, their offices and representatives, as well as their commercial, operational and technical staff as required in connection with the operation of the agreed services.

2. The request for staff may, at the option of the designated airlines of each Contracting Party, be satisfied either by their own personnel or by using the services of any other organization, company or airlines operating in the territory of the other Contracting Party, and authorized to perform such services in the territory of that Contracting Party.

3. The representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party, and, according to such laws and regulations, each Contracting Party shall process, on the basis of reciprocity and with the minimum delay, the residency and employment authorizations, visas, where applicable, or other similar documents to the representatives and staff referred to in paragraph 1) of this Article.

4. Should special circumstances require the entry or permanence of staff on an emergency and temporary basis, the authorizations, visas and any other documents required by the laws and regulations of each Contracting Party shall be process promptly so as not to delay the entry of such personnel into the State concerned.

5. Each designated airline shall have the right to provide their own ground-handling services in the territory of the other Contracting Party or otherwise to contract these services out, in full or in part, at its option, with any of the suppliers authorized for the provision of such services. Where or as long as the laws and regulations applicable to ground handling in the territory of one Contracting Party prevent or limit either the freedom to contract these services out or self-handling, each designated airline shall be treated on a non-discriminatory basis as regards their access to self-handling and ground handling services provided by a supplier or suppliers.

6. On a reciprocal and non-discriminatory basis with respect to any other airline operating in international traffic, the airlines designated by the Contracting Parties shall be free to sell air transport services in the territories of both Contracting Parties, either directly or through an agent, and in any currency in accordance with the laws in force in each Contracting Party.

7. The airlines of each Contracting Party shall be free to transfer from the territory of sale to their home territory the excess, in the territory of sale, of receipts over expenditure. Included in such net transfer shall be revenues from sales, made directly or through an agent of air transport services, and ancillary or supplementary services,

and normal commercial interest earned on such revenues while on deposit awaiting transfer.

8. Such remittances shall be made without prejudice to any fiscal obligations in force in the territory of either Contracting Party.

9. The airlines designated by the Contracting Parties shall be granted the appropriate authorization to make such remittances on the due dates in freely convertible currency at the official rate of exchange in force at the time of the request.

ARTICLE 9

LAWS AND REGULATIONS

1. Each Contracting Party laws and regulations controlling the admission to or departure from its own territory of aircraft engaged in international air services or related to the operation of aircraft while within its territory, shall be applied to the aircraft of the designated airlines of the other Contracting Party.

2. The laws and regulations controlling over the entry, movement, stay and departure of passengers, crew, baggage, mail and cargo, over the territory of each Contracting Party, and also the regulations related to the requirements of entry and departure from the country, immigration, customs and sanitary rules, shall be applied in such territory to the operations of the designated airlines of the other Contracting Party.

ARTICLE 10

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 and still in force shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services on the specified routes in the Annex to this Agreement, provided always that the requirements under which such certificates and licences were issued or validated are equal or above the minimum standards established under the Convention.

2. Each Contracting Party reserves the right, however, of refusing to recognize the validity of the certificates of competency and the licences granted to its own nationals by the other Contracting Party, for the purpose of overflying and/or landing in its own territory.

ARTICLE 11

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 30 days of that request.

2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within 15 days or such longer period as may be agreed, shall be grounds for the application of Article 4 of this Agreement (Revocations).

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 another Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorised representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

4. If any such ramp inspection or series of ramp inspections gives rise to:

a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention, or

b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the airline or airlines of one Contracting Party in accordance with paragraph 3 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 authorisation of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.

7. Any action by one Contracting Party in accordance with paragraphs 2 or 6 above shall be discontinued once the basis for the taking of that action ceases to exist.

8. Where the Kingdom of Spain has designated an airline whose regulatory control is exercised and maintained by another European Union Member State, the rights of the other Contracting Party under this Article shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other European Union Member State and in respect of the operating authorization of that airline.





ARTICLE 12

SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14th September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16th December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23rd September 1971, the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24th February 1988 which is supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, done at Montreal on 23rd September 1971, and the Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1st March 1991.

2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties; they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or head office in the territory of the Contracting Parties or, in the case of the Kingdom of Spain, operators of aircraft which are established in its territory under the EU Treaties and have valid Operating Licences in accordance with European Union law, and the operators of airports in their territory act in conformity with such aviation security provisions.

4. Each Contracting Party agrees that its operators of aircraft shall be required to observe the aviation security provisions referred to in the paragraph above required by the other Contracting Party for entry into, departure from, or while within the territory of that Contracting Party. For departure from, or while within, the territory of the Republic of Rwanda, operators of aircraft shall be required to observe aviation security provisions in conformity with the law in force in that country. For departure from, or while within, the territory of the Kingdom of Spain, operators of aircraft shall be required to observe aviation security provisions in conformity with European Union law and with the Spanish current regulations on that matter. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect

the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occur, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

6. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, that Contracting Party may request immediate consultations with the other Contracting Party.

7. Without prejudice to Article 4 (Revocations) of this Agreement, failure to reach a satisfactory agreement within fifteen (15) days from the date of such request will constitute grounds to withhold, revoke, limit or impose conditions on the operating authorization or technical permission of the airlines of both Contracting Parties.

8. When required by an immediate and extraordinary threat, a Contracting Party may take interim action prior to the expiry of fifteen (15) days.

9. Any action taken in accordance with the paragraph 7 above shall be discontinued upon compliance by the other Contracting Party with the provisions of this Article.

ARTICLE 13

TAX SYSTEM

While an Agreement governing the tax system of the airlines to avoid the double taxation between the Contracting Parties is not applicable, each Contracting Party shall exempt the designated airlines of the other Contracting Party whose effective management head offices are located in the territory of such a Contracting Party, on a mutual basis, from all taxes and charges on profits and earnings obtained from air service operations without prejudice to compliance with the formal obligations legally laid down by each Contracting Party.

ARTICLE 14

CAPACITY

1. There shall be a fair and equal opportunity for the designated airlines of the Contracting Parties to operate the agreed services on the routes specified in this Agreement.

2. The frequencies, capacity and traffic rights to be provided by the designated airlines of each Contracting Party shall be established by mutual agreement between the respective Aeronautical Authorities.

3. The frequencies and time schedules established for the operation of the agreed services shall be notified when so required to the Aeronautical Authorities of the other Contracting Party at least thirty (30) days prior to the start of the operation or such shorter period as the Aeronautical Authorities of the other Contracting Party may agree.

4. In instances where any of the Contracting Parties considers that the services provided by one or more airlines of the other Contracting Party do not comply with the requirements and principles provided by this Article, it may ask for consultations in accordance with Article 16 of this Agreement in order to examine the operations in question and determine on a mutual basis any action which may be deemed necessary.

ARTICLE 15

STATISTICS

The Aeronautical Authorities of either Contracting Party shall supply to the Aeronautical Authorities of the other Contracting Party, at their request, the information and statistics related to the traffic carried by the airlines designated by one Contracting Party on the agreed services to or from the territory of the other Contracting Party in the same form as they have been prepared and submitted by the designated airlines to their national Aeronautical Authorities. Any additional statistical data related to traffic which the Aeronautical Authorities of one Contracting Party may request from the Aeronautical Authorities of the other Contracting Party shall be subject to discussions between the Aeronautical Authorities of both Contracting parties, at the request of either Contracting Party.

ARTICLE 16

CONSULTATIONS

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 the Agreement.





ARTICLE 17

MODIFICATIONS

1. If either Contracting Party considers it desirable to modify any of the provisions of this Agreement, it may request consultation with the other Contracting Party. Such consultation may be between the Aeronautical Authorities and may be conducted by discussion or correspondence and shall begin within a period of sixty (60) days from the date of the request. Any modifications so agreed shall come into force in accordance with Article 22.

2. Modifications to the Annex to this Agreement may be made by direct agreement between the competent Aeronautical Authorities of the Contracting Parties and confirmed by exchange of diplomatic notes. Consultations to this effect may be conducted by discussion or correspondence and shall begin within a period of sixty (60) days from the date of the request.

ARTICLE 18

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 direct negotiation.

2. If the Contracting Parties fail to reach a settlement by negotiation the dispute may, at the request of either Contracting Party, be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and a third to be appointed by the two so nominated. Each Contracting Party 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 on the dispute. The third arbitrator shall be appointed within a further period of sixty (60) days as from the designation of the second arbitrator. This third arbitrator shall be a national of another State, shall act as the President of the Tribunal and shall determine the venue where the Arbitration shall be held. 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 Organization may be requested by either Contracting Party to 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 the President of the Tribunal.

3. The Contracting Parties undertake to comply with any decision made by the President of the Tribunal under paragraph 2) of this Article.

4. Each Contracting Party shall bear the expenses and remuneration necessary for its arbitrator; the fee for the third arbitrator and the expenses necessary for this one as well as those due to the activity of the arbitration shall be equally shared by the Contracting Parties.

ARTICLE 19

REGISTRATION

The Agreement, including any amendments thereto, shall be registered with the International Civil Aviation Organization.

ARTICLE 20

MULTILATERAL CONVENTIONS

In the event of the conclusion by both Contracting Parties of a Multilateral Convention or Agreement concerning matters regulated by this Agreement after the latter has come into force, the said Contracting Parties shall hold consultations in order to determine the advisability of revising the Agreement to conform to the provisions of such Multilateral Convention or Agreement.

ARTICLE 21

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 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 of termination is withdrawn by mutual agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 22

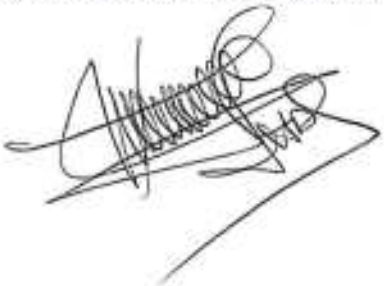
ENTRY INTO FORCE

This Agreement shall enter into force one month after the date of the later note in an exchange of diplomatic notes between the Contracting Parties confirming that their respective constitutional requirements have been fulfilled.

In witness whereof, the undersigned, being duly authorized thereto by their respective Governments, have signed the present Agreement.

Done in duplicate at Nairobi, Kenya this 10th day of December 2018 in the Spanish and English languages, all texts being equally authentic.

FOR THE REPUBLIC OF RWANDA



Eng. Jean de Dieu Uwihanganye
Minister of State in Charge of Transport

FOR THE KINGDOM OF SPAIN



David Benito Astudillo
Deputy Director General for Air Transport
Ministry of Public Works and Transport

ANNEX I

To the Air Transport Agreement between the Republic of Rwanda and the Kingdom of Spain:

SECTION I ROUTE

SCHEDULE

1. Route which may be operated in both directions by the airlines designated by Spain.

   Points in Spain- intermediate points- points in Rwanda- points beyond.

2. Route which may be operated in both directions by the airlines designated by Rwanda:

   Points in Rwanda- intermediate points- points in Spain- points beyond.

GENERAL NOTES

1. The designated airlines may change the order or omit one or more points on the routes indicated in paragraphs 1 and 2 of section I of this Annex, in whole or part of their services, provided that the departure point on the route is located in the territory of the Contracting Party which has designated such airlines.

2. The intermediate and beyond points on the above routes to be operated with fifth freedom traffic rights by the designated airlines, shall be agreed upon between the Aeronautical Authorities of both Contracting Parties.

3. The points in the territory of Rwanda and the points in the territory of Spain indicated in paragraphs 1 and 2 of section I and the intermediate points and points beyond established on both routes to be operated without fifth freedom traffic rights, shall be freely selected by the designated airlines of each Contracting Party and will be notified to the Aeronautical Authorities of both Contracting Party thirty (30) days before the commencement of the services. Likewise, the points initially selected may be replaced.

SECTION II

CODE-SHARE CLAUSE

1. In operating or holding out the agreed services on the specified routes, or on any sector of the routes, the designated airlines of each Contracting Party may enter into co-operative marketing arrangements such as blocked space or code sharing with airlines of any one of the two Contracting Parties or with third country airlines holding the appropriate rights. In the event of third country airlines, the concerned third country shall authorize or allow comparable arrangements between the airlines of the other Contracting party and other airlines on services to, from and via such a third country.

2. Where a designated airline operates services under code-share arrangements, as the operating airline, the operated capacity shall be counted against the capacity entitlements of the Contracting Party designating the said airline.

3. Capacity offered by a designated airline acting as the marketing airline on the services operated by other airlines shall not be counted against the capacity entitlements of the Contracting Party designating the said airline.

4. No fifth freedom traffic rights shall be exercised by the marketing airlines on the services provided under code-share arrangements.

5. The designated airlines of any one of the Parties may transfer traffic between the aircraft involved in code share operations, without restrictions on the number, size or type of aircraft, provided that the service is scheduled as a direct connection flight.

6. Code-share services shall meet the regulatory requirements normally applied to such operations by the Contracting Parties, such as protection of and information to passengers, security, liability and any other requirements generally applied to other airlines operating international traffic.

7. The designated airlines of either Contracting Party shall submit the programs and schedules of the services concerned for consideration and, where appropriate, approval by the Aeronautical Authorities of the other Contracting Party, at least thirty (30) days before the date proposed for the start of the operations.

ANNEX II

LIST OF OTHER STATES REFERRED TO IN ARTICLES 3 AND 4 OF THIS AGREEMENT

a) The Republic of Iceland (under the Agreement on the European Economic Area);

b) The Principality of Liechtenstein (under the Agreement on the European Economic Area);

c) The Kingdom of Norway (under the Agreement of the European Economic Area);

d) The Swiss Confederation (under the Agreement between the European Community and the Swiss Confederation on Air Transport).

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n°033/01 ryo ku wa 31/01/2020 ryemeza burundu Amasezerano hagati ya Repubulika y'u Rwanda n'Ubwami bwa Hisipaniya ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Nayirobi muri Kenya, ku wa 10 Ukuboza 2018

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Presidential Order n° 033/01 of 31/01/2020 ratifying the Air Transport Agreement between the Republic of Rwanda and the Kingdom of Spain, done at Nairobi, Kenya, on 10th December 2018

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à l'Arrêté Présidentiel n° 033/01 du 31/01/2020 ratifiant l'Accord relatif au Transport Aérien entre la République du Rwanda et le Royaume d'Espagne, fait à Nairobi au Kenya, le 10 décembre 2018

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA N° 034/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA IHARANIRA DEMOKARASI YA GISOSIYALISITI YA *SRI LANKA* AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I *COLOMBO*, KU WA 08 UKUBOZA 2017

PRESIDENTIAL ORDER N° 034/01 OF 31/01/2020 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA, DONE AT COLOMBO, ON 08TH DECEMBER 2017

ARRÊTÉ PRÉSIDENTIEL N° 034/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DÉMOCRATIQUE SOCIALISTE DU SRI LANKA, FAIT À COLOMBO, LE 08 DÉCEMBRE 2017

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Ingingo ya 3: Igihe iri teka ritangira gukurikizwa

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ITEKA RYA PEREZIDA N° 034/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA IHARANIRA DEMOKARASI YA GISOSIYALISITI YA *SRI LANKA* AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I *COLOMBO*, KU WA 08 UKUBOZA 2017

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;

Dushingiye ku Itegeko n° 64/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika iharanira Demokarasi ya Gisosiyalisiti ya *Sri Lanka* ajyanye no gutwara abantu n'ibintu mu kirere, yakorewe i *Colombo* muri *Sri Lanka*, ku wa 08 Ukuboza 2017;

Tumaze kubona Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika iharanira Demokarasi ya Gisosiyalisiti ya *Sri Lanka*

PRESIDENTIAL ORDER N° 034/01 OF 31/01/2020 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA, DONE AT COLOMBO, ON 08TH DECEMBER 2017

We, KAGAME Paul,
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015; especially in Articles 112, 120, 122, 167, 168 and 176;

Pursuant to Law n° 64/2019 of 25/10/2019 25/10/2019 authorizing the ratification of the Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Democratic Socialist Republic of Sri Lanka, done at Colombo, Sri Lanka, on 08 December 2017;

Considering the Air Services Agreement between the Government of the Republic of Rwanda and the Government of the

ARRÊTÉ PRÉSIDENTIEL N° 034/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DÉMOCRATIQUE SOCIALISTE DU SRI LANKA, FAIT À COLOMBO, LE 08 DÉCEMBRE 2017

Nous, KAGAME Paul,
Président de la République;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;

Vu la Loi n° 64/2019 du 25/10/2019 autorisant la ratification de l'Accord relatif aux Services Aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Démocratique Socialiste du Sri Lanka, fait à Colombo au Sri Lanka, le 08 décembre 2017;

Considérant l'Accord relatif aux Services Aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de

ajyanye no gutwara abantu n'ibintu mu kirere, yakorewe i *Colombo*, ku wa 08/12/2017;

Bisabwe na Minisitiri w'Ibikorwa Remezo;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE:

Ingingo ya mbere: Kwemezwa burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika iharanira Demokarasi ya Gisosiyalisiti ya *Sri Lanka* ajyanye no gutwara abantu n'ibintu mu kirere, yakorewe i *Colombo*, ku wa 08 Ukuboza 2017, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.

Democratic Socialist Republic of Sri Lanka, done at Colombo, on 08th December 2017;

On proposal by the Minister of Infrastructure;

After consideration and approval by the Cabinet;

HAVE ORDERED AND ORDER:

Article One: Ratification

The Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Democratic Socialist Republic of Sri Lanka, done at Colombo, on 08th December 2017, annexed to this Order, is ratified and becomes fully effective.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.

la République Démocratique Socialiste du Sri Lanka, fait à Colombo, le 08 décembre 2017;

Sur proposition du Ministre des Infrastructures;

Après examen et adoption par le Conseil des Ministres;

AVONS ARRÊTÉ ET ARRÊTONS:

Article premier: Ratification

L'Accord relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Démocratique Socialiste du Sri Lanka, fait à Colombo, le 08 décembre 2017, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

Article 2: Autorités chargées de l'exécution du présent arrêté

Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Article 3: Commencement

This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Article 3: Entrée en vigueur

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA N° 034/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA IHARANIRA DEMOKARASI YA GISOSIYALISITI YA *SRI LANKA* AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I *COLOMBO*, KU WA 08 UKUBOZA 2017

ANNEX TO PRESIDENTIAL ORDER N° 034/01 OF 31/01/2020 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA, DONE AT COLOMBO, ON 08TH DECEMBER 2017

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 034/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DÉMOCRATIQUE SOCIALISTE DU SRI LANKA, FAIT À COLOMBO, LE 08 DÉCEMBRE 2017

Air Services Agreement

Between

The Government of the Republic of Rwanda

and

The Government of the Democratic Socialist Republic of Sri Lanka

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ANNEX 1	ROUTE SHEDULE
ANNEX 2	CODE SHARINGS

The Government of Democratic Socialist Republic of Sri Lanka and the Government of the Republic of Rwanda hereinafter referred to as "Contracting Parties";

Being Parties to the Convention on International Civil Aviation and International Air Services Transit Agreement both opened for signature at Chicago on the seventh day of December, 1944.

Desiring to facilitate the expansion of international air services opportunities,

Recognizing that efficient and competitive international air services enhance economic growth, trade, tourism, investment and the welfare of consumers,

Desiring to ensure the highest degree of safety and security in international air services and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardise the safety of persons or property, adversely affect the operation of air services, and undermine public confidence in the safety of civil aviation, and

Desiring to conclude an Agreement for the purpose of establishing and operating air services between and beyond their respective territories,

HAVE AGREED AS FOLLOWS:

ARTICLE 1

DEFINITIONS

1. For the purpose of this Agreement, unless the context otherwise requires, the terms:

a. "Aeronautical Authorities" means, in the case of the Republic of Rwanda, the Ministry of Infrastructure and in the case of the Democratic Socialist Republic of Sri Lanka, the Minister in charge of the subject of civil aviation or in both cases any person or body authorized to exercise the functions presently assigned to the said authorities;

b. "Agreement" means, this Agreement, its Annexes and any amendments thereto;

c. "Agreed services" means, the international air services which can be operated, according to provisions of this Agreement on the specified routes;

d. "Annex" means the Annex to this Agreement or any amendments thereto, in accordance with the provisions of Article 18 (Consultations and Amendment) of this Agreement. The Annex forms an integral part of this Agreement and all references to the Agreement shall include the Annex except where explicitly agreed otherwise;

e. "Air service", " international air service", "airline" and "stop for non-traffic purposes" have the meanings specified in Article 96 of the Convention;

f. "Capacity" means,

- in relation to an aircraft, the payload of that aircraft available on the route or section of a route,

- in relation to a specified air service, the capacity of the aircraft used on such service multiplied by the frequency operated by such aircraft over a given period on a route or section of a route;

g. "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes of the Convention under Articles 90 and 94 thereof, so far as those annexes and amendments have become effective for or been ratified by both Contracting Parties;

h. "Designated airline(s)" means any airline(s) which has/have been designated and authorized in accordance with Article 3 (Designation and Authorization) of this Agreement;

i. "ICAO" means the International Civil Aviation Organization;

j." International air transportation" means air transportation which passes through the air space over the territory of more than one State.

k. "Marketing airline" means an airline that offers air transportation on an aircraft operated by another airline, through code-sharing;

i. "Schedule" means the schedule of the routes to operate air transportation services annexed to the present Agreement and any modification thereto as agreed in accordance with the provisions of Article 18 of the present Agreement;

m. "Specified routes" means the routes established or to be established in the Annex to this Agreement;

n. "Spare parts" means, article of a repair or replacement nature for incorporation in an aircraft, including engines;

o. "Tariff" means any fare, rate or charge, the prices to be paid for the carriage of passengers, baggage and/or cargo, excluding mail, in air transportation, in connection therewith, charged by airlines, including their agents and the conditions governing the availability of such fare, rate or charge;

p. "Territory" has the meaning specified in Article 2 of the Convention;

q "Traffic" means, passengers, baggage, cargo and mail;

r. "Regular equipment" means articles, other than stores and spare parts of a removable nature, for use on board an aircraft during flight, including first aid and survival equipment;

s. "User charges" means fees or rates levied for the use of airports, navigational facilities and other related services offered by one Contracting Party to the other.

ARTICLE 2

GRANT OF RIGHTS

1. each contracting party grants to the other contracting party the following rights for the conduct of scheduled international air services on the routes specified in Annex 1 to this Agreement by the designated airlines of the other Contracting Party:

a. to fly without landing across the territory of the other Contracting Party,

b. to make stops in the said territory for non-traffic purposes,

c. to make stops in the territory at the points specified for that route in Annex 1 to this Agreement for the purpose of embarking and disembarking the international traffic (passengers, baggage, cargo and mail) in combination or separately.

d. the rights otherwise specified in this Agreement.

2. The airlines of each Contracting Party other than those designated under Article 3 of this Agreement shall also enjoy the rights specified in sub-paragraphs (a) and (b) of paragraph 2 of this Article.

3. Nothing in paragraph (1) of this Article shall be deemed to confer on the airlines of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, traffic carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

ARTICLE 3

DESIGNATION AND AUTHORIZATION

1. Each Contracting Party shall have the right to designate one or more airlines for the purpose of operating the agreed services on the specified routes. Such designation shall be effected by virtue of a written notification through diplomatic channels.

2. On receipt of such designation, the aeronautical authorities of other Contracting Party shall, subject to paragraphs (3) and (4) of this Article, grant without delay to the designated airlines(s) the appropriate operating authorization.

3. The Aeronautical Authorities of one Contracting Party may require an airline(s) designated by the other Contracting Party to satisfy that it is (they are) qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operations of international air services by such authorities in conformity with the provisions of the Convention.

4. Each Contracting Party shall have the right to refuse to grant the operating authorizations referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 2 (Grant of Rights) of this Agreement, in any case where the Contracting Party is not satisfied that:

(a) the designated airline is incorporated and has its principal place of business in the territory of the designating party:

(b) The Party designating the airline has and maintains regulatory control of the airline;

(c) the airline holds a current Air Operator's certificate or a similar license issued by the aeronautical authority of the Party designating the airline;

(d) the airline is qualified to meet the conditions prescribed under the laws, regulations and rules normally and reasonably applied to the operation of international air transport by the Party considering the application or applications in conformity with the provisions of the Convention ; and

(e) the Government designating the airline is maintaining and administering the standards set forth in Article 13 (Aviation Safety) and Article 14(Aviation Security) of this Agreement.

5. When an airline has been so designated and authorized, it may begin at any time to operate the agreed services, provided that a capacity agreed upon and a tariff established in accordance with the provisions of Article 5 (Capacity) and Article 6 (Tariffs) of this Agreement is in force in respect of that service.

ARTICLE 4

REVOCATION OR SUSPENSION OF OPERATING AUTHORIZATION

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 (Grant of Rights) of this Agreement by an airlines/s designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights.

(a) they are not satisfied that the designated Airline is incorporated and has its principal place of business in the territory of the designating Party; or

(b) they are not satisfied that the Party designating the Airline has and maintains effective regulatory control of the Airline; or

(c) Such airline does not hold a current Air Opera's Certificate or similar license issued by the Aeronautical Authority of the Party designating the airline.

At any time after the provisions of paragraphs (1) and (2) of this Article have been complied with, an airline so designated and authorized may begin to operate the agreed services provided the designated airline complies with the applicable provisions of this Agreement.

(2) Each Party shall have the right to suspend the exercise by a designated airline of the privileges specified in paragraph (2) of Article 2 of this Agreement or to impose such conditions as it may deem necessary on the exercise by a designated airline of those privileges in any case where the designated airline fails to comply with the laws or regulations of the Party granting those privileges or otherwise fails to operate in accordance with the conditions prescribed in this agreement: provide that, unless immediate suspension or imposition of conditions is essential to prevent further infringements of laws or regulations, this right shall be exercised only after consultation with the other Party has provided for in Article 18 of this Agreement;

(3) Each party shall have the right to revoke, suspend, limit or impose conditions on the operating authorization of an airline designated by the other Party where the other Party is not maintaining and administering safety standards as set forth in Article 13 of this Agreement, provided that, unless immediate action is necessary, this right shall be exercised only after consultation with the other Party as provided for in Article 18 of this Agreement and that other Party fails to take the appropriate action within a reasonable period of time.

ARTICLE 5

CAPACITY

1. The designated airline(s) of each Contracting Party shall enjoy fair and equal opportunity for the operation of air services between the territories of two Contracting Parties.

2. In the operation by the designated airline(s) of either Contracting Party of the specified air services, the interests of the airline of the other Contracting Party shall be taken into consideration so as not to affect unduly the services which the later provides on all or part of the same route.

3. The agreed services provided by the designated airlines of the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirement of passengers and cargo including mail between the territories of the Contracting Parties.

4. In the operation of the agreed services, the total capacity to be provided and the frequency of the services to be operated by the designated airlines of each Contracting Party shall be, at the outset, be mutually determined by the aeronautical authorities of the

Contracting Parties before the services are inaugurated. Such capacity and frequency of services initially determined may be reviewed and revised from time to time by said authorities.

ARTICLE 6

TARIFFS

1. Each Contracting Party shall allow the tariffs for international Air services operated to/from/through its territory to be established by the designated airlines at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit and the tariffs of other airlines.

Intervention by the Contracting Parties shall be limited to:

a) prevention of unreasonably discriminatory prices or practices;

b) protection of consumers from prices that the unreasonably high or restrictive due to the abuse of a dominant position; and

c) protection of airliners from prices that the artificially low due to direct or indirect governmental subsidy or support.

2. The tariffs established under paragraph (1) shall not be required to be filed by the designated airlines of one Contracting Party with the aeronautical authorities of the other Contracting Party for approval.

3. Neither Contracting Party shall allow its designated airline or airlines, in the establishment of tariffs, either in conjunction with any other airline or airlines or separately, to abuse market power in a way which has or is likely or intended to have the effect of severely weakening a competitor, being a designated airline of the other Contracting Party, or excluding such a competitor from a route.

4. The Contracting Parties agree that the following Air Line practices, in relation to the establishment of tariffs, may be regarded as possible unfair competitive practices which may merit closer examination;

a. charging fares and rates on routes at levels which are, in the aggregate, insufficient to cover the costs of providing the services to which they relate;

b. the practices in question are sustained rather than temporary;

c. the practices in question have a serious economic effect on, or cause significant damage to, designated airline (s) of the other Contracting Party; and

d. behavior indicating an abuse of dominant position on the route.

5. In the event that either aeronautical authority is dissatisfied with a tariff proposed or in effect for an airline of the other Contracting Party, shall give notice of dissatisfaction to the other Party as soon as possible and at least within 21 days of the date of notification or filling of the tariff, and may avail itself of the consultation procedures set out in Paragraph 6 below. However, unless both Parties have agreed in writing to disapprove the tariffs concerned under those procedures, the tariffs shall be considered approved.

6. Each Party may request consultation regarding any tariff of an airline of either Party for services covered by this Agreement, including where the tariff concerned has been subject to a notice of dissatisfaction. Such consultations shall be held not later than 14 days after receipt of the request. The Parties shall cooperate in securing information necessary for reasoned resolution of the issues. If the Parties reach agreement with respect to a tariff for which notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect but if no agreement is reached the tariff in question shall go into or continue in effect.

ARTICLE 7

CUSTOMS DUTIES AND OTHER CHARGES

1. Aircraft operated on international air services by the designated airline of either Contracting Party, as well as their regular equipment, spare parts (including engines), supplies of fuels and lubricants (including hydraulic fluids) and aircraft stores (including food, beverages, liquor, tobacco and other products for sale to or use by passengers during flight) carries on board, such aircraft shall be exempt from all customs duties, inspection fees and other duties in accordance with national laws and regulations on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft until such time as they are re-exported or are used on board aircraft on the part of the journey to be performed over that territory.

2. The following items also shall be exempt from the same duties in accordance with national laws and regulations, in relation with the exception of carriage corresponding to the service performed;

a. aircraft stores taken on board in the territory of either Contracting Party, within limits fixed by the authorities of the said Contracting Party, and for use on board aircraft engaged in an international service of the Contracting Party.

b. Spare parts (including engines) and regular airborne equipment entered into the territory of either Contracting Party for the maintenance or repair of aircraft used on international services by the designated airlines(s) of the other Contracting Party.

c. fuel and lubricants (including hydraulic fluids) destined to supply aircraft operated on international services by the designated airline of the other Contracting Party, even when these supplies are to be used on the part of the journey to be performed over the territory of the Contracting Party in which they are taken on board.

d. printed ticket stock, airway bills any printed material bearing insignia of a designated airline of a Contracting Party and usual publicity material distributed without charge by that designated airline intended for use in the operation of international services until such time as they are re-exported.

3. Materials referred to in paragraph (2) above shall be subject to supervision or control of customs authorities.

4. The regular airborne equipment, spare parts (including engines) aircraft stores and supplies of fuels and lubricants (including hydraulic fluids) 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 such territory. In such case, they shall 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 of that Contracting Party.

5. 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 paragraph (1) and (2) of this Article, provided that such other airline or airlines similarly enjoy such exemptions from that other Party.

6. The fees corresponding to the services performed in relation to the storage and customs clearance will be charged in accordance with the national laws and regulation of the State of the Contracting Parties.

ARTICLE 8

DIRECT TRANSIT

Subject to the laws and regulations of each Contracting Party, passengers, baggage, cargo and mail in direct transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose shall only be subject to a very simplified control except in respect of security measures against violence, air piracy and smuggling of narcotics and psychotropic substances. Such baggage, cargo and mail shall be exempt from customs, exercise and similar duties, fees and charges not based on the cost of services provided on arrival.

ARTICLE 9

USER CHARGES

1. Airports, aviation security and other related facilities and services that are provided in the territory of one Contracting Party shall be available for use by the airlines of the other Contracting Party on terms no less favorable than the most favorable terms available to any airline engaged in similar international air services at the time arrangements for use are made.

2. The setting and collection of fees and charges imposed in the territory of one Contracting Party on an airline of the other Contracting Party for the use of airports, aviation security and other related facilities and services shall be just and fair. Any such fees and charges shall be assessed on an airline of the other Contracting Party on terms no less favorable than the most favorable terms available to any airline engaged in similar international air services at the time the fees or charges are imposed.

3. Each Contracting Party shall encourage discussions between its competent charging authorities and the airlines using the services and facilities or where practicable, through airline's representative organizations. Users shall be informed, with as much notice as possible, of any proposals for changes in user charges, to enable them to express their views before the changes are made.

ARTICLE 10

NON-NATIONAL PERSONNEL AND ACCESS TO LOCAL SERVICES

1. In accordance with the laws and regulations of the other Contracting Party relating to entry, residence and employment the designated airline or airlines of one Contracting Party shall be entitled to bring in and to maintain in the territory of the other Contracting Party their own administrative, commercial, sales, operational, technical and other specialist staff who are required for the operation of the agreed services, on the basis of reciprocity.

2. These staff requirements may, at the option of the designated airline or airlines of one Contracting Party, be satisfied by its own personnel or by using the services and personnel of any other organization, company or airline operating in the territory of the other Contracting party and which has been authorized to perform such services for other airlines.

3. The representative and staff shall be subject to the laws and regulations in force of the other Contracting Party. Consistent with such laws and regulations each Contracting Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary employment authorizations, visitor Visas or other similar documents to the representatives and staff referred to in paragraph (1) of this Article.

ARTICLE 11

CURRENCY CONVERSION AND REMITTANCE OF EARNINGS

1. Each designated airline(s) shall have the right to sell and issue its own transportation documents in the territory of the other Contracting Party through its sales offices and, at its discretion, through its agents. Such airlines shall have the right to sell such transportation, and any person shall be free to purchase such transportation in any convertible currency and/or in local currency.

2. Each designated airline(s) shall have the right to convert and remit to its country, on demand, at the official rate of exchange, the excess of receipts over expenditures achieved in connection with the carriage of traffic. In the absence of appropriate provisions of a payments agreement between the Contracting Parties, the above

mentioned transfer shall be made in convertible currencies and in accordance with the national laws and foreign exchange regulations applicable.

3. The conversion and remittance of such revenues shall be permitted without restriction at the rate of exchange applicable to current transactions which is in effect at the time such revenues are presented for conversion and remittance, and shall not be subject to any charges except those normally made by banks for carrying out such conversion and remittance.

4. The designated airline(s) of each Contracting Party shall have the right at their discretion to pay for local expenses, including purchases of fuel, in the territory of the other Contracting Party in local currency or, provided these accords with local currency regulations, in freely convertible currencies.

ARTICLE 12

MUTUAL RECOGNITION OF CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency and licenses, issued or rendered valid by one Contracting Party and still in force shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services on the specified routes provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which are or may be established pursuant to the Convention. However, each Contracting Party reserves the right to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licenses granted to its own nationals or rendered valid for them by the other Contracting Party or any other State.

2. If the privileges or conditions of the licenses or certificates 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 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 the International Civil Aviation Organization (ICAO), the other Contracting Party may request consultations between the aeronautical authorities with a view to clarifying the practice in question.

Failure to reach satisfactory agreement shall constitute grounds for the application of Article 4 (Revocation or Suspension of Operating Authorization) of this Agreement.

ARTICLE 13

AVIATION SAFETY

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aeronautical facilities and services, 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, in the aspects mentioned in paragraph 1 of this Article, 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 ICAO standards, and that other Contracting Party shall take appropriate corrective action within an agreed period. Failure to take appropriate action within the agreed period shall be grounds for the application of Article 4 (Revocation, Suspension or Limitations of Authorization) of this Agreement.

3. Notwithstanding the obligations mentioned in Article 16 of the Convention, it is agreed that any aircraft operated by or on behalf of the airline of one Contracting Party on services to or from the territory of the State of the other Contracting Party may, while within the territory of the State of the other Contracting Party, be made subject of an examination (in this Article called "ramp inspection"), without unreasonable delay. This would be an inspection by the authorized representatives of the other Contracting Party, on board and around the aircraft. However, the obligations mentioned in Article 33 of the Convention, the objective of this inspection will be to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment, in accordance with the established effective norms on the base of the Convention.

4. If any such ramp inspection or series of ramp inspections gives rise to:

   a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention, or

   b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licenses in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft Operated by the designated airline of a Contracting Party in accordance with paragraph (3) above is denied by the representative of that airline, the other Contracting Party shall be

free to infer that serious concerns of the type referred to in paragraph (4) above arise and draw the conclusions referred in that paragraph.

6 Each Party reserves the right to suspend or vary the operating authorization of the airline of the other Contracting Party immediately in the case the first Contracting Party concludes, whether as a result of a ramp inspection, the denial of an access to a ramp inspection or a series of ramp 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 paragraph (2) or (6) above shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 14

AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offenses and certain other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on 23 September 1971 and Protocol for the Suppression of Unlawful Acts of Violence at Airports serving International Civil Aviation, signed at Montreal on 24 February 1988 or the Convention on the Marking of Plastic Explosives for the Purpose of Detection done

at Montreal on 1 March 1991 or any other Convention on aviation security to which the Contracting Parties are parties.

2. Upon request, the Contracting Parties shall provide all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, of airports and air navigation facilities, and to address any other threat to the security of civil aviation.

3. The Contracting Parties, in their mutual relations, shall act in conformity with all aviation security standards and appropriate recommended practices established by ICAO and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Contracting Parties. They shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions as are applicable to the Contracting Parties. Accordingly each Contracting Party shall advise the other Contracting Party of any difference between its national regulations and practices and the aviation security standards of the Annexes referred to above. Either Contracting Party may request immediate consultations with the other Contracting Party at any time to discuss any such differences which shall be held in accordance with paragraph 2 of Article 18 of this Agreement.

4. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph (3) above required by the other Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall secure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to

any request form the other Contracting Party for reasonable special security measures to meet a particular threat.

5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof, with minimum risk to life.

6. Each Contracting Party shall take such measures, as it may find practicable, to ensure that an aircraft subject to an act of unlawful seizure or other acts of unlawful interference, which has landed in the territory of the respective State is detained on the ground unless its departure is necessitated by the overriding duty to protect human life. Wherever practicable, such measures shall be taken on the basis of mutual consultations.

ARTICLE 15

FLIGHT SCHEDULE SUBMISSION

1. The designated airline(s) of each Contracting Party shall submit its envisaged flight schedule for approval to the aeronautical authorities of the other Contracting Party on each schedule period (summer and winter) at least thirty (30) days prior to the operation of the agreed services.

2. For supplementary flights which the designated airline of one Contracting Party wishes to operate on the agreed services outside the approved flight schedule, that airline has to request prior permission from the aeronautical authorities of the other Contracting Party. Such requests shall be submitted in accordance with the national laws and regulations of the Contracting Parties. The same procedure shall be applied to any modification thereof.

ARTICLE 16

STATISTICS

The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request, such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airlines of the first contracting party. Such statements shall include all information required to determine the amount of traffic carried by that airline on the agreed services and the origins and destinations of such traffic.

ARTICLE 17

APPLICATION OF NATIONAL LAWS AND REGULATIONS

1. The laws and the regulations of a Contracting Party relating to the entry into, sojourn in or departure from its territory of aircraft engaged in international air services, or to the operation and navigation of such aircraft or flights of such aircraft over that territory shall be applied to aircraft of the airline designated by the other Contracting Party.

2. The laws and the regulations of one Contracting Party governing entry into, sojourn in or departure from its territory of passengers, crew, baggage or cargo, including mail, such as formalities relating to entry, exit, clearance, emigration and immigration, aviation security, passports, customs, currency, postal, health and quarantine shall be compiled with by or on behalf of such passengers, crew, baggage, cargo or mail carried by the aircraft of the designated airlines of the other Contracting Party while they are within the said territory.

3. Each Contracting Party shall, upon request of the other Contracting Party, supply the copies of the relevant laws, regulations and procedures referred to in this Agreement.

ARTICLE 18

CONSULTATIONS AND AMENDMENT

1. In a spirit of close cooperation, the Aeronautical Authorities of the Contracting Parties shall consult each other from time to time with a view to the implementation, interpretation, application or amendment of this Agreement and the Annexes thereto.

2. Should one Contracting Party request consultations with a view to modify this Agreement or its Annexes, such consultations shall begin at the earliest possible data but not later than sixty (60) days from the date the other Contracting Party receives the written request, unless otherwise agreed by the Contracting Parties. Such consultations may be conducted through discussion or by correspondence. Each Contracting Party shall prepare and present during such consultations relevant evidence in support of its position in order to facilitate rational and economic decisions to be taken.

3. If either of the Contracting Parties considers it desirable to amend any provision of this Agreement, such modification enters into force when the Contracting Parties will have notified to each other the fulfillment of their constitutional procedures.

4. Amendments to the Annex I may be made by direct agreement between the aeronautical authorities of the Contracting Parties. They shall be applied provisionally from the date they have been agreed upon and enter into force when confirmed by an exchange of diplomatic notes.

ARTICLE 19

SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle their dispute by negotiations between Aeronautical Authorities of the States of both Contracting Parties.

2. If the said Aeronautical Authorities fail to reach a settlement by negotiation, the dispute shall be settled through diplomatic channels.

3. If the Contracting Parties fail to reach a settlement pursuant to paragraphs (1) and (2) above, either Contracting Party may in accordance with its relevant laws and regulations refer the dispute to an arbitral tribunal of three arbitrators, one to be named by each Contracting Party and the third arbitrator, who shall be the umpire, to be agreed upon by the two arbitrators so chosen, provided that such arbitrator shall not be a national of the State either Contracting Party and shall be a national of a State having diplomatic relations with each of the Contracting Parties at the time of appointment.

   Each Contracting Party shall nominate its arbitrator within a period of sixty (60) days from the date of receipt, through registered mail, of a notice of arbitration. The umpire shall be appointed within a further period of sixty (60) days following the appointment of the arbitrator by each of the Contracting Parties.

   If a Contracting Party fails to nominate its arbitrator within the specified period or in case the chosen arbitrators fail to agree on the umpire within the mentioned period, each Contracting Party may request the President of the Council of ICAO to appoint the umpire or the arbitrator representing the Party in default, as the case may require.

4. The Vice-President or a senior member of the ICAO Council, not being a national of either of the Contracting Parties, as the case may be, shall replace the President of ICAO in its arbitral duties, as mentioned in paragraph (3) of this Article, in case of absence or incompetence of the latter.

5. The arbitral tribunal shall determine its procedures and the place of arbitration subject to provisions agreed upon between the Contracting Parties.

6. The decisions of the arbitral tribunal shall be final and binding upon the Contracting Parties to the dispute.

7. If either Contracting Party or the designated airline of either Contracting Party fails to comply with the decision given under paragraph (2) of this Article, the other Contracting Party may limit, suspend or revoke any rights or privileges which have been granted by virtue of this Agreement to the Contracting Party in default.

8. Each Contracting Party shall bear the expenses of its own arbitrator. The expenses of the umpire, including his/her fees and any expenses incurred by ICAO in connection with the appointment of the umpire and/or the arbitrator of the Party in default as

referred to in paragraph (3) of this Article shall be shared equally by the Contracting Parties.

9. Pending the submission to arbitration and thereafter until the arbitral tribunal publishes its award, the Contracting Parties shall, except in the event of termination, continue to perform all their obligations under this Agreement without prejudice to a final adjustment in accordance with the said award.

ARTICLE 20

REGISTRATION

This Agreement, its Annexes and all amendments thereto shall be registered with ICAO.

ARTICLE 21

MULTILATERAL AGREEMENTS

In the event of conclusion of a multilateral convention or agreement concerning air transport to which both Contracting Parties adhere, this Agreement shall be modified to conform to the provisions of such convention or agreement.

ARTICLE 22

TITLES

Titles are inserted in this Agreement at the head of each Article for the purpose of reference and convenience and in no way define limit, or describe the scope or intent of this Agreement.

ARTICLE 23

VALIDITY AND TERMINATION

This Agreement is concluded for an unlimited period of time.

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate this Agreement; such notice shall simultaneously be communicated to ICAO.

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 mutual agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) working days after the date on which ICAO will have received communication thereof.

ARTICLE 24

ENTRY INTO FORCE

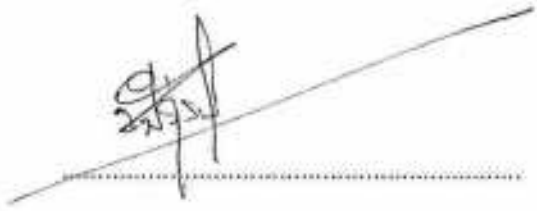
This Agreement shall enter into force on the date of the last Exchange of Notes by either Contracting Party informing the other, the fulfillment of legal formalities for the entering into force of the Agreement.

In witness thereof, the undersigned plenipotentiaries, being duly authorized thereto by their respective Governments, have signed this Agreement comprising twenty four (24) Articles and two (2) Annexes and have affixed thereto their seals.

Done at Colombo this 08 day of 12 the year 2017 in Sinhala and English languages. In the event of divergence of interpretation, the English text shall prevail.



FOR THE GOVERNMENT OF THE REPUBLIC OF RWANDA



FOR THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

ANNEX 1

ROUTE SCHEDULE

1. The airlines designated by the Republic of Rwanda shall be entitled to operate air services in both directions as follows:

From	Intermediate Points	To	Beyond Points
Points in Rwanda	Any point (*)	Points in Sri Lanka	Any point (*)

2. The airlines designated by the Democratic Socialist Republic of Sri Lanka shall be entitled to operate air services in both directions as follows:

From	Intermediate Points	To	Beyond Points
Points in Sri Lanka	Any point (*)	Points in Rwanda	Any point (*)

Notes:

(*) The exercise of 5th freedom traffic rights by the designated airlines on intermediate and beyond points on the above routes, shall be jointly determined between the aeronautical authorities of both Contracting Parties.

(*) 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.

ANNEX II

CODE SHARING

The designated airline(s) of either Contracting Party may enter into marketing arrangements such as blocked space, code sharing or other commercial arrangements with:

a) an airline or airlines of the same Contracting Party;
b) an airline or airlines of other Contracting Party;
c) an airline or airlines of a third country

provided that all airlines in the above arrangements hold the appropriate route and traffic rights, and, in respect of each ticket sold, the purchaser is informed at the point of sale which airline will operate each sector of the service.

For their party code share arrangements all airlines in such arrangements are subject to the approval of the aeronautical authorities of both Contracting Parties. Should such a third party not authorized or allow comparable arrangements between the airlines of the other Contracting Party and other airlines on services to, from and via such their country, the aeronautical authorities of the concerned Contracting Party have the right not to accept such arrangements.

It is the common understanding of both Contracting Parties that code-share services are not counted against the frequency entitlement of the marketing airline.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 034/01 ryo ku wa 31/01/2020 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika iharanira Demokarasi ya Gisosiyalisiti ya *Sri Lanka* ajyanye no gutwara abantu n'ibintu mu kirere, yakorewe i *Colombo,* ku wa 08 Ukuboza 2017

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
(sé)Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Presidential Order n° 034/01 of 31/01/2020 ratifying the Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Democratic Socialist Republic of Sri Lanka, done at Colombo, on 08th December 2017

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à l'Arrêté Présidentiel n° 034/01 du 31/01/2020 ratifiant l'Accord relatif aux Services Aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Démocratique Socialiste du Sri Lanka, fait à Colombo, le 08 décembre 2017

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA N° 035/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI Y'INAMA YUNZE UBUMWE Y'UBUSUWISI NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE KU BURYO BUHORAHO, YAKOREWE I *BERNE*, KU WA 22 GICURASI 2017

PRESIDENTIAL ORDER N° 035/01 OF 31/01/2020 RATIFYING THE AGREEMENT BETWEEN THE SWISS FEDERAL COUNCIL AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA RELATING TO SCHEDULED AIR SERVICES, DONE AT BERN, ON 22ND MAY 2017

ARRÊTÉ PRÉSIDENTIEL N° 035/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AUX SERVICES AÉRIENS RÉGULIERS ENTRE LE CONSEIL FÉDÉRAL SUISSE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, FAIT À BERNE, LE 22 MAI 2017

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

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ITEKA RYA PEREZIDA N° 035/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI Y' INAMA YUNZE UBUMWE Y'UBUSUWISI NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE KU BURYO BUHORAHO, YAKOREWE I *BERNE*, KU WA 22 GICURASI 2017

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;

Dushingiye ku Itegeko n° 65/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati y'Inama Yunze Ubumwe y'Ubusuwisi na Guverinoma ya Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere ku buryo buhoraho, yakorewe i *Berne* mu Busuwisi, ku wa 22 Gicurasi 2017;

Tumaze kubona Amasezerano hagati y'Inama Yunze Ubumwe y'Ubusuwisi na Guverinoma ya Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere ku buryo buhoraho, yashyiriweho umukono i *Berne*, ku wa 22 Gicurasi 2017;

Bisabwe na Minisitiri w'Ibikorwa Remezo;

PRESIDENTIAL ORDER N° 035/01 OF 31/01/2020 RATIFYING THE AGREEMENT BETWEEN THE SWISS FEDERAL COUNCIL AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA RELATING TO SCHEDULED AIR SERVICES, DONE AT BERN, ON 22ND MAY 2017

We, KAGAME Paul,
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015; especially in Articles 112, 120, 122, 167, 168 and 176;

Pursuant to Law n° 65/2019 of 25/10/2019 authorizing the ratification of the Agreement between the Swiss Federal Council and the Government of the Republic of Rwanda relating to Scheduled Air Services, done at Bern, Switzerland, on 22 May 2017;

Considering the Agreement between the Swiss Federal Council and the Government of the Republic of Rwanda relating to Scheduled Air Services, signed at Bern, on 22nd May 2017;

On proposal by the Minister of Infrastructure;

ARRÊTÉ PRESIDENTIEL N° 035/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AUX SERVICES AÉRIENS RÉGULIERS ENTRE LE CONSEIL FÉDÉRAL SUISSE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, FAIT À BERNE, LE 22 MAI 2017

Nous, KAGAME Paul,
Président de la République;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;

Vu la Loi n° 65/2019 du 25/10/2019 autorisant la ratification de l'Accord relatif aux Services Aériens Réguliers entre le Conseil Fédéral Suisse et le Gouvernement de la République du Rwanda, fait à Berne en Suisse, le 22 mai 2017

Considérant l'Accord relatif aux Services Aériens Réguliers entre le Conseil Fédéral Suisse et le Gouvernement de la République du Rwanda, fait à Berne, le 22 mai 2017;

Sur proposition du Ministre des Infrastructures;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE:

Ingingo ya mbere: Kwemezwa burundu

Amasezerano hagati y' Inama Yunze Ubumwe y'Ubusuwisi na Guverinoma ya Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere ku buryo buhoraho, yakorewe i *Berne,* ku wa 22 Gicurasi 2017, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

After consideration and approval by the Cabinet;

HAVE ORDERED AND ORDER:

Article One: Ratification

The Agreement between the Swiss Federal Council and the Government of the Republic of Rwanda relating to Scheduled Air Services, signed at Bern, on 22nd May 2017, annexed to this Order, is ratified and becomes fully effective.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.

Article 3: Commencement

This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Après examen et adoption par le Conseil des Ministres;

AVONS ARRÊTÉ ET ARRÊTONS:

Article premier: Ratification

L'Accord relatif aux Services Aériens Réguliers entre le Conseil Fédéral Suisse et le Gouvernement de la République du Rwanda, fait à Berne, le 22 mai 2017, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

Article 2: Autorités chargées de l'exécution du présent arrêté

Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.

Article 3: Entrée en vigueur

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA N° 035/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI Y'INAMA YUNZE UBUMWE Y'UBUSUWISI NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE KU BURYO BUHORAHO, YAKOREWE I *BERNE*, KU WA 22 GICURASI 2017

ANNEX TO PRESIDENTIAL ORDER N° 035/01 OF 31/01/2020 RATIFYING THE AGREEMENT BETWEEN THE SWISS FEDERAL COUNCIL AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA RELATING TO SCHEDULED AIR SERVICES, DONE AT BERN, ON 22ND MAY 2017

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 035/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AUX SERVICES AÉRIENS RÉGULIERS ENTRE LE CONSEIL FÉDÉRAL SUISSE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, FAIT À BERNE, LE 22 MAI 2017

AGREEMENT

BETWEEN

THE SWISS FEDERAL COUNCIL

AND

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

RELATING TO SCHEDULED AIR SERVICES

The Swiss Federal Council and the Government of the Republic of Rwanda (hereinafter, "the Contracting 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 services 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 competitive prices and services in open markets;

Desiring to ensure the highest degree of safety and security in international air services and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardise the safety of persons or property, adversely affect the operation of air services, and undermine public confidence in the safety of civil aviation; and

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

1. For the purpose of the present Agreement and its Annex, unless otherwise agreed:

   a. 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 are applicable for both Contracting Parties;

b. The term "aeronautical authorities" means, in the case of Switzerland, the Federal Office of Civil Aviation and, in the case of Rwanda, the Ministry of Infrastructure, or in both cases any person or body, authorised to exercise the functions presently assigned to the said authorities;

c. The term "designated airlines" means an airline or airlines which one Contracting Party has designated, in accordance with Article 5 of the present Agreement, for the operation of the agreed air services;

d. The term "agreed services" means air services on the specified routes for the carriage of passengers, cargo and mail, separately or in combination;

e. The terms "air service", "international sir service", "airline" and "stop for non-traffic purposes" shall have the meaning respectively assigned to them in Article 96 of the Convention;

f. The term "territory" in relation to a State shall have the meaning assigned to it in Article 2 of the Convention;

g. The term "tariff" means the prices for the carriage of passengers, baggage and cargo and the conditions under which these prices apply, including commission charges and other additional remuneration for agency or sale of transportation documents but excluding remuneration and conditions for the carriage of mail.

2. The Annex forms an integral part of the present Agreement. All references to the Agreement shall include the Annex unless explicitly agreed otherwise.

Article 2 Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of operating international air services on the routes specified in the schedules of the Annex. Such services and routes are hereafter called "agreed services" and "specified route" respectively.

2. Subject to the provisions of the present Agreement the airlines designated by each Contracting Party shall enjoy, while operating international air services:

   a. the right to fly across the territory of the other Contracting Party without landing;

   b. the right to make stops in the said territory for non-traffic purposes;

   c. the right to embark and disembark in the said territory at the points specified in the Annex of the present Agreement passengers, baggage, cargo and mail destined to or coming from points in the territory of the other Contracting Party;

   d. the right to embark and disembark in the territory of third countries at the points specified in the Annex of the present Agreement passengers, baggage, cargo and mail destined for or coming from points in the territory of the other Contracting Party, specified in the Annex of the present Agreement.

3. Nothing in this Agreement shall be deemed to confer on the designated airlines of one Contracting Party the right to embark, in the territory of the other Contracting Party, passengers, baggage, cargo or mail carried for compensation and destined for another point in the territory of that Contracting Party.

4. If because of armed conflict, political disturbances or developments, or special and unusual circumstances, the designated airlines of one Contracting Party are 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 rearrangements of such routes, including the grant of rights for such time as may be necessary to facilitate viable operations.

Article 3 Exercise of Rights

1. The designated airlines shall enjoy fair and equal opportunities to compete in providing the agreed services covered by the present Agreement.

2. Each Contracting Party shall allow the designated airlines to determine the frequency and capacity of the international air services it offers based upon commercial considerations in the marketplace. Consistent with this right, neither Contracting Party shall unilaterally limit the volume of traffic, frequency, number of destinations or regularity of service, or the aircraft type or types operated by the designated airlines 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.

Article 4 Application of Laws and Regulations

1. The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft utilised by the designated airlines of the other Party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first Contracting Party.

2. While entering, within, or leaving the territory of one Contracting Party, the laws and regulations applicable within that territory relating to the admission to or departure from its territory of passengers, crew or cargo on aircraft (including regulations relating to entry, clearance, immigration, passports, customs and quarantine or, in the case of mail, postal regulations) shall be complied with by, or an behalf of, such passengers, crew or cargo of the designated airlines of the other Contracting Party.

3. Neither Contracting Party may grant any preference to its own airlines with regard to the designated airlines of the other Contracting Party in the application of the laws and regulations provided for in this Article.

Article 5 Designation and Operating Authorisation

1. Each Contracting Party shall have the right to designate one or more airlines for the purpose of operating the agreed services and the specified routes. Such designation shall be effected by virtue of a written notification between the aeronautical authorities of both Contracting Parties.

2. The aeronautical authorities which have received the notification of designation shall, subject to the provisions of paragraphs 3 and 4 of this Article, grant without delay ta the designated airlines of the other Contracting Party the necessary operating authorisation.

3. The aeronautical authorities of one Contracting Party may require the airlines designated by the other Contracting Party to prove that they are qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the said authorities in conformity with the provisions of the Convention.

4. Each Contracting Party shall have the right to refuse to grant the operating authorisation referred to in paragraph 2 of this Article, or to impose such conditions as it may deem necessary the exercise of the rights specified in Article 2 of the present Agreement, whenever the said Contracting Party has no proof that the airlines have their principal place of business in the territory of the Contracting Party designating them and that they hold a current Air Operator's Certificate (AOC) issued by the said Contracting Party.

5. Having received the operating authorisation, provided for under paragraph 2 of this Article, the designated airlines may at any time operate the agreed services.

Article 6 Revocation and Suspension of Operating Authorisation

1. Each Contracting Party shall have the right to temporarily or permanently revoke, suspend, limit or withhold the operating authorisation for the exercise of the rights specified in Article 2 of the present Agreement by the designated airlines of the other Contracting Party or to impose such conditions as it may deem necessary on the exercise of such rights, if:

   a. it has no proof that the said airlines have their principal place of business in the territory of the Contracting Party designating them and that they hold a current Air Operator's Certificate (AOC) issued by the said Contracting Party, or

   b. the said airlines fail to comply with or have seriously infringed the laws or regulations of the Contracting Party granting these rights, or

   c. the said airlines fail to operate the agreed services in accordance with the conditions prescribed under the present Agreement.

2. The rights established by this Article shall be exercised only after consultation with the other Contracting Party, unless immediate action is essential to prevent further infringements of laws and regulations.

Article 7 Aviation Security

1. In accordance 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 the present 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 an 23 September 1971, its Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991, as well as with any other convention and protocol relating to the security of civil aviation which both Contracting Parties adhere to.

2. The Contracting Parties shall provide upon request all 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 Organisation and designated as Annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties; they shall require that operators of aircraft of their registry or operators of aircraft 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 of this Article required by the other Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of passengers, crew, aircraft, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat.

6. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorisation and technical permissions of the airlines of that Contracting Party. When required by an emergency, a Contracting Party may take interim action prior to the expiry of fifteen (15) days.

Article 8 Aviation Safety

1. Each Contracting Party shall recognise as valid, for the purpose of operating the agreed services provided for in the present Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the other Contracting Party and still in force, provided that the requirements for such certificates or licenses at least equal the minimum standards that may be established pursuant to the Convention.

2. Each Contracting Party may, however, refuse to recognise as valid for the purpose of flights above its own territory, certificates of competency and licenses granted to or validated for its own nationals by the other Contracting Party or by a third country.

3. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within thirty (30) days of that request.

4. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days shall be grounds for the application of Article 6 of this Agreement.

5. Notwithstanding the obligations mentioned in Article 33 of the Convention it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of the designated airlines of one Contracting Party on services to or from the territory of another Contracting Party may, while within the territory of the other Contracting Party, be 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.

6. If any such ramp inspection or series of ramp inspections gives rise to:

   a. serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at 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.

7. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the designated airlines of one Contracting Party in accordance with paragraph 5 above is denied by the representative of that designated airlines, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph 6 above arise and draw the conclusions referred in that paragraph.

8. Each Contracting Party reserves the right to suspend or vary the operating authorisation of the designated airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to ensure the safety of an airline operation.

9. Any action by one Contracting Party in accordance with paragraphs 4 or 8 above shall be discontinued once the basis for the taking of that action ceases to exist.

Article 9 Exemption of Duties and Taxes

1. On arriving in the territory of the other Contracting Party, aircraft operated on international services by the designated airlines of one Contracting Party, as well as their normal equipment, supplies of fuel and lubricants, aircraft stores including food, beverages and tobacco carried on board such aircraft, shall be exempt from all duties or taxes, provided such equipment, supplies and stores remain on board the aircraft until they are re-exported.

2. There shall also be exemptions from the same duties and taxes, with exception of charges based on the cost of the service provided in respect of:
   a. aircraft stores taken on board in the territory of one Contracting Party, within the limits fixed by the authorities of the said Contracting Party, and intended for use on board the aircraft operated on an international service by the designated airlines of the other Contracting Party;

   b. spare parts (including engines) and normal board equipment introduced into the territory of one Contracting Party for the servicing, maintenance,

or repair of an aircraft of the designated airlines of the other Contracting Party used in international air services;

c. fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of one Contracting Party for use in an aircraft of the designated airlines of the other Contracting Party engaged in international air services, even when these supplies are to be used on a part of the journey performed over the territory of the Contracting Party in which they are taken on board;

d. the necessary documents used by the designated airlines of one Contracting Party including transportation documents, airway bills and advertising material, as well as motor vehicles, material and equipment which may be used by the designated airlines for commercial and operational purposes within the airport area provided such material and equipment serve the transportation of passengers and freight.

3. The normal board equipment, as well as the materials and supplies retained on board the aircraft operated by the designated airlines of one Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that territory. In such a case, they may be placed under the supervision of the said authorities until they are re-exported or otherwise disposed of in accordance with customs regulations.

4. The exemptions provided for by this Article shall also be available in situations where the designated airlines of either Contracting Party have entered into arrangements with other airlines 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 provided such other airlines similarly enjoy such exemptions from such other Contracting Party.

Article 10 Direct Transit

Passengers, baggage and cargo in direct transit across the area of either Contracting Party and not leaving the area of the airport reserved for such purposes shall, unless security measures against violence, border integrity, air piracy and smuggling of narcotic drugs and immigration control measures require differently, be subject to no more than a very simplified control.

Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article 11 User Charges

1. Each Contracting Party shall use its best efforts to ensure that user charges imposed or permitted to be imposed by its competent authorities on the designated airlines of the other Contracting Party are just and reasonable. They shall be based on sound economic principles.

2. Charges for the use of airport and air navigation facilities and services offered by one Contracting Party to the designated airlines of the other Contracting Party shall not be higher than those which have to be paid by its national aircraft operating on scheduled international services.

3. Each Contracting Party shall encourage consultations between the competent charging authorities or bodies in its territory and the designated airlines using the services and facilities, and shall encourage the competent charging authorities or bodies and the designated 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.

Article 12 Commercial Activities

1. The designated airlines of one Contracting Party shall be permitted to maintain adequate representations in the territory of the other Contracting Party. These representations may include commercial, operational and technical staff which may consist of transferred or locally engaged personnel.

2. For the commercial activities the principle of reciprocity shall apply. The competent authorities of each Contracting Party will take all necessary steps to ensure that the representations of the airlines designated by the other Contracting Party may exercise their activities in an orderly manner.

3. In particular, each Contracting Party grants to the designated airlines of the other Contracting Party the right to engage in the sale of air transportation in its territory directly and, at the airlines' discretion, through its agents. The airlines 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 of other countries.

4. The designated airlines of either Contracting Party may enter into marketing arrangements such as blocked space, code sharing or other commercial arrangements, with airlines of either Contracting Party, or airlines of a third country, provided that such airlines hold the appropriate operational authorisation.

Article 13 Leasing

1. Either Contracting Party may prevent the use of leased aircraft for services under the present Agreement which does not comply with Articles 7 (Aviation Security) and 8 (Aviation Safety).

2. Subject to paragraph 1 above, 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 14 Conversion and Transfer of Revenues

The designated airlines shall have the right to convert and remit to their country, at the official rate of exchange, receipts in excess of sums locally disbursed in due proportion to the carriage of passengers, baggage, cargo and mail. If payments between the Contracting Parties are regulated by a special agreement, this special agreement shall apply.

Article 15 Tariffs

1. Each Contracting Party may require notification to or filing with its aeronautical authorities of tariffs for international air services operated pursuant to the present Agreement.

2. Without limiting the application of general competition and consumer law in each Contracting Party, intervention by the Contracting Party shall be limited to:

   a. the prevention of unreasonably discriminatory tariffs or practices;

   b. the protection of consumers from tariffs that are unreasonably high or unreasonably restrictive due either to the abuse of a dominant position or to concerted practices among air carriers; and

   c. the protection of airlines from tariffs that are artificially low because of direct or indirect governmental subsidy or support.

3. Neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a tariff proposed to be charged or charged by the designated airlines of either Contracting Party for international air services between the territories of the Contracting Parties. If either Contracting Party believes that any such tariff is inconsistent with the consideration set forth in this Article, it shall request consultations and notify the other Contracting Party of the reasons for its dissatisfaction within fourteen (14) days from receiving the filing. These consultations shall be held not later than fourteen (14) days after receipt of the request. Without a mutual agreement, the tariff shall go into effect or continue in effect.

Article 16 Time-table Submission

1. Each Contracting Party may require notification to its aeronautical authorities of the envisaged time-tables by the designated airlines of the other Contracting Party no less than thirty (30) days prior to the operation of the agreed services.

   The same procedure shall apply to any modification thereof.

2. For supplementary flights which the designated airlines of one Contracting Party wishes to operate on the agreed services outside the approved time-table it has to request prior permission from the aeronautical authorities of the other Contracting Party. Such request shall usually be submitted at least fifteen (15) days before operating such flights.

Article 17 Provision of Statistics

The aeronautical authorities of both Contracting Parties shall supply each other, on request, with periodic statistics or other similar information relating to the traffic carried on the agreed services.

Article 18 Consultations

Either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of the present Agreement.

Such consultations, which may be between the aeronautical authorities, shall begin at the earliest possible date but not later than sixty (60) days from the date the other Contracting Party receives the written request, unless otherwise agreed by the Contracting Parties. Each Contracting Party shall prepare and present during such consultations relevant evidence in support of its position in order to facilitate informed, rational and economic decisions.

Article 19 Settlement of Disputes

1. Any dispute arising under the present Agreement, which cannot be settled by direct negotiations or through diplomatic channels, shall, at the request of either Contracting Party, be submitted to an arbitral tribunal.

2. In such a case, each Contracting Party shall nominate an arbitrator and the two arbitrators shall appoint a president, national of a third State. If within two (2) months after one of the Contracting Parties has nominated its arbitrator, the other Contracting Party has not nominated its own, or, if within the month following the nomination of the second arbitrator, both arbitrators have not agreed on the appointment of the president, each Contracting Party may request the President of the Council of the International Civil Aviation Organisation to proceed with the necessary nominations.
3. The arbitral tribunal shall determine its own procedure and decide on the distribution of the cost of the procedure.

4. The Contracting Parties shall comply with any decision delivered in application of this Article.

Article 20 Modifications

1. If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, such modification shall enter into farce when the Contracting Parties will have notified each other of the fulfilment of their legal procedures.

2. Modifications to the Annex of the present Agreement may be agreed directly between the aeronautical authorities of the Contracting Parties. They shall be applied provisionally from the date they have been agreed upon and enter into force when confirmed by an exchange of diplomatic notes.

3. In the event of the conclusion of any general multilateral convention concerning air transport by which both Contracting Parties become bound, the present Agreement shall be modified so as to conform with the provisions of such convention.

Article 21 Termination

1. Each Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate the present Agreement. Such notice shall be sent simultaneously to the International Civil Aviation Organisation.

2. The Agreement shall terminate at the end of a time-table period during which twelve (12) months after the date of receipt of the notice will have elapsed, unless the notice is withdrawn by mutual agreement of the Contracting Parties before the end of this period.

3. In default of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the date on which the International Civil Aviation Organisation will have received communication thereof.

Article 22 Registration

The present Agreement and all amendments thereto shall be registered with the International Civil Aviation Organisation.

Article 23 Entry into Force

The present Agreement shall enter into force when the Contracting Parties will have notified to each other by the exchange of diplomatic notes the fulfilment of their legal formalities with regard to the conclusion and the entering into force of international agreements. The date of entry into force shall be the date of the last notification.

Upon entry into force, the present Agreement shall supersede the Agreement between the Swiss Confederation and the Republic of Rwanda relating to Air Services, dated 21 January 1974.

In witness thereof the undersigned being duly authorised by their respective Governments have signed the present Agreement.

DONE in duplicate at Bern on this day of 22nd of May 2017 in the English and French languages, both texts being equally authentic. In case of any divergence of implementation, interpretation or application, the English text shall prevail.

For the Government of
the Republic of Rwanda:

Hon. MUSHIKIWABO Louise
Minister of Foreign Affairs
and Cooperation

For the Swiss Federal Council:

Federal Councillor Didier Burkhalter
Head of the Federal Department of
Foreign Affairs

ANNEX

ROUTE SCHEDULES

I. Routes on which air services may be operated by the designated airlines of Switzerland:

From points behind Switzerland via Switzerland and intermediate points* to Rwanda and to any points beyond*.

II. Routes on which air services may be operated by the designated airlines of Rwanda:

From points behind Rwanda via Rwanda and intermediate points* to any points in Switzerland and to any points beyond*.

* 5th freedom traffic rights may be agreed between the aeronautical authorities of both Contracting Parties.

NOTES:

Each designated airline of either Contracting Party may, on any or all flights and at its option:

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 the designated points in the territories of the Contracting 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 may 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 the present Agreement; provided that the service serves a point in the territory of the Contracting Party designating the airlines.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 035/01 ryo ku wa 31/01/2020 ryemeza burundu Amasezerano hagati y' Inama Yunze Ubumwe y'Ubusuwisi na Guverinoma ya Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere ku buryo buhoraho, yakorewe i *Berne*, ku wa 22 Gicurasi 2017

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Presidential Order n° 035/01 of 31/01/2020 ratifying the Agreement between the Swiss Federal Council and the Government of the Republic of Rwanda relating to Scheduled Air Services, done at Bern, on 22nd May 2017

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à l'Arrêté Présidentiel n° 035/01 du 31/01/2020 ratifiant l'Accord relatif aux Services Aériens Réguliers entre le Conseil Fédéral Suisse et le Gouvernement de la République du Rwanda, fait à Berne, le 22 mai 2017

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA N° 036/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA TOGO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I KIGALI, KU WA 22 GICURASI 2018

PRESIDENTIAL ORDER N° 036/01 OF 31/01/2020 RATIFYING THE AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF TOGO, DONE AT KIGALI, ON 22ND MAY 2018

ARRÊTÉ PRÉSIDENTIEL N° 036/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AU TRANSPORT AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE TOGOLAISE, FAIT À KIGALI, LE 22 MAI 2018

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

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ITEKA RYA PEREZIDA N° 036/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA TOGO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I KIGALI, KU WA 22 GICURASI 2018

Twebwe, KAGAME Paul,
Perezida wa Repubulika**;**

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;

Dushingiye ku Itegeko n° 66/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Togo ajyanye no gutwara abantu n'ibintu mu kirere, yakorewe i Kigali mu Rwanda, ku wa 22/05/2018;

Tumaze kubona Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Togo ajyanye no gutwara abantu n'ibintu mu kirere, yakorewe i Kigali, ku wa 22 Gicurasi 2018;

Bisabwe na Minisitiri w'Ibikorwa Remezo;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

PRESIDENTIAL ORDER N° 036/01 OF 31/01/2020 RATIFYING THE AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF TOGO, DONE AT KIGALI, ON 22ND MAY 2018

We, KAGAME Paul,
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015; especially in Articles 112, 120, 122, 167, 168 and 176;

Pursuant to Law n°66/2019 of 25/10/2019 authorizing the ratification of the Air Transport Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Togo, done at Kigali, Rwanda, on 22 May 2018;

Considering the Air Transport Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Togo, done at Kigali, on 22nd May 2018;

On proposal by the Minister of Infrastructure;

After consideration and approval by the Cabinet;

ARRÊTÉ PRÉSIDENTIEL N° 036/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AU TRANSPORT AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE TOGOLAISE, FAIT À KIGALI, LE 22 MAI 2018

Nous, KAGAME Paul,
Président de la République;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;

Vu la Loi n° 66/2019 du 25/10/2019 autorisant la ratification de l'Accord relatif au Transport Aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Togolaise, fait à Kigali au Rwanda, le 22 mai 2018;

Considérant l'Accord relatif au Transport Aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Togolaise, fait à Kigali, le 22 mai 2018;

Sur proposition du Ministre des Infrastructures;

Après examen et adoption par le Conseil des Ministres;

TWATEGETSE KANDI DUTEGETSE:

HAVE ORDERED AND ORDER:

AVONS ARRÊTÉ ET ARRÊTONS:

Ingingo ya mbere: Kwemezwa burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Togo ajyanye no gutwara abantu n'ibintu mu kirere, yakorewe i Kigali, ku wa 22 Gicurasi 2018, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Article One: Ratification

The Air Transport Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Togo, done at Kigali, on 22nd May 2018, annexed to this Order, is ratified and becomes fully effective.

Article premier: Ratification

L'accord relatif au transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Togolaise, fait à Kigali, le 22 mai 2018, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.

Article 2: Autorités chargées de l'exécution du présent arrêté

Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Article 3: Commencement

This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Article 3: Entrée en vigueur

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA N° 036/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA TOGO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I KIGALI, KU WA 22 GICURASI 2018

ANNEX TO PRESIDENTIAL ORDER N° 036/01 OF 31/01/2020 RATIFYING THE AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF TOGO, DONE AT KIGALI, ON 22ND MAY 2018

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 36/01 DU 31/01/2020 RATIFIANT L'ACCORD RELATIF AU TRANSPORT AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE TOGOLAISE, FAIT À KIGALI, LE 22 MAI 2018

ACCORD RELATIF AU TRANSPORT AERIEN

ENTRE

GOUVERNEMENT DE LA REPUBLIQUE DU RWANDA

ET

LE GOUVERNEMENT DE LA REPUBLIQUE TOGOLAISE

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Préambule

Le Gouvernement de la République du Rwanda et le Gouvernement de la République Togolaise (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;

Étant Parties au traité établissant la Communauté Economique Africaine adopté à Abuja au Nigeria le 3 juin 1991 et qui est entré en vigueur le 12 mai 1994;

Étant Parties à la Décision relative à la mise en ceuvre de la Déclaration de Yamoussoukro concernant la libéralisation de l'accès aux marchés du transport aérien en Afrique, signée le 14 novembre 1999 et approuvée par les Chefs d'Etats de l'OUA en Juillet 2000;

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 et dans le cas de la République Togolaise, le Ministre en charge de l'Aviation Civile 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;

d) «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 ;

e) « Convention » signifie la Convention relative à l'aviation civile internationale ouverte à la signature à Chicago le 7 decembre 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;

f) «OACI» signifie l'Organisation de l'Aviation Civile Internationale;

g) [« 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 cette contrepartie; (ou renvoi à la définition de la Décision de Yamoussoukro)

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 » designe les routes figurant au tableau des routes annexé au présent Accord ;

j) « services agrées » signifie les services aériens réguliers de transport, distincts ou combinés, de passagers, de courrier et de fret, effectués moyennant rémunération sur les routes specifiées;

k) « 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 ;

n) « 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 ;

p) Décision de Yamoussoukro : Décision relative à la mise en oeuvre de la déclaration de Yamoussoukro concernant la libéralisation de l'accés aux marchés du transport aérien en Afrique, signée le 14 novembre 1999 et approuvé par les Chefs d'Etats de l'OUA en juillet 2000.

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 specifiées aux tableaux figurant à l'Annexe. Sous réserve des dispositions du présent Accord, l'entreprise designée 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.

   d) du droit d'embarquer ou de débarquer les passagers, les merchandises et courriers en provenance ou à destination de tout Etat signataire de la Décision de Yamoussoukro. Les points au-delà du territoire des Etats signataires de la Décision de Yamoussoukro seront soumis à l'approbation des Autorités Aéronautiques compétentes.

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.

Article 3
Désignation et autorisation

1. Chaque Partie a le droit de désigner pa 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 de transport aérien soit éligible selon les termes de l'Article 6.9 de la Décision ;

   b) l'entreprise de transport aérien est implanté et a son siège social sur le territoire d'un Etat lié par la Décision ;

   c) l'entreprise de transport aérien détient une licence de services aériens et un Certificat de Transporteur Aérien valides délivrés par l'Autorité compétente d'un Etat lié par la Décision ;

   d) l'entreprise soit sous le contrôle réglementaire effectif de la Partie Contractante qui la désigne ;

   e) 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) ;

   f) 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 designee 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

1. 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.

2. Chaque Partie Contractante se réserve cependant le droit de ne pas reconnaitre, 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.

3. 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 de s'assurer que la pratique remise en question est acceptable pour elle.

Article 7
Sécurité aérienne

1. Cheque 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 common 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.

4. Si une inspection ou une série d'inspections au sol donne lieu à:

a) des motifs sérieux de penser qu'un aéronef ou son exploitation ne respecte pas les normes minimales en vigueur 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 conformement 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 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 decembre 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 designées 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 it 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 débuteront 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 possibilites équitables et égales d'exploiter des vols sur toute route convenue entre les territoires des deux Parties Contractantes.

2. 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.

3. 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.

4. 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;

b) 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

1. 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.

2. Dans le cas de vols supplémentaires que l'entreprise désignée dune 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

1. 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.

2. Chaque Partie Contractante peut exiger la notification ou le dépot des tarifs que la ou les entreprises désignées proposent d'appliquer pour le transport à destination ou en provenance de son territoire.

3. 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

1. 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.

2. 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.

3. 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 intemationaux similaires au moment où sont conclues les modalités de leur utilisation.

Article 16
Droits de douane

1. 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.

2. 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.

3. 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.

4. 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.

5. 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

1. 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 aérieriens 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.

2. 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.

3. 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.

4. 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.

5. 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

1. 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.

2. Si les transactions entre les Parties Contractantes sont réglées par un accord spécial, celui-ci sera applicable.

Article 19
Consultations

1. Chacune des Parties Contractantes peut, à tout moment, demander des consultations relatives à l'interprétation, l'application, la mise en oeuvre ou l'amendement du présent Accord et de ses Annexes.

2. 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

1. En cas de différend entre les Parties Contractantes au sujet de l'interpretation ou de l'application du présent Accord, les Parties Contractantes s'efforcent en premier lieu de le régler par voie de négociations.

2. 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.

3. 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.

4. Sauf convention contraire, le tribunal d'arbitrage détermine les limites de sa compétence suivant le présent Accord et établit sa propre procédure.

5. Chaque Partie Contractante donne intégralement effet à toute décision ou arbitrage du tribunal.

6. 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

1. 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.

2. Tout amendement entrera en vigueur lorsqu'il aura été confirmé par un échange de notes diplomatiques.

3. 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

1. 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.

2. 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.

3. 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 constitutionneiles 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 Kigali, le 22 Mai 2018 en deux (2) exemplaires originaux, en langue française, les deux textes faisant également foi.

POUR LE GOUVERNEMENT DE LA REPUBLIQUE DU RWANDA

Ir. Jean de Dieu UWIHANGANYE

Secrétaire d'Etat en charge des Transports

POUR LE GOUVERNEMENT DE LA REPUBLIQUE TOGOLAISE

Ninsao GNOFAM

Ministre des Infrastructures et des Transports

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:

a) **Routes exploitées par la ou (les) entreprise (s) désignée(s) de la République Togolaise:**

Point au départ	Points intermédiaires	Points au Rwanda	Points au-delà
Tous points au Togo	Tous points	Tous points	Tous points

b) **Routes exploitées par la ou (les) entreprise(s) désignée(s) de la République du Rwanda :**

Point au départ	Points intermédiaires	Points au Togo	Points au-delà
Tous points au Rwanda	Tous points	Tous points	Tous points

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 036/01 ryo ku wa 31/01/2020 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Togo ajyanye no gutwara abantu n'ibintu mu kirere, yakorewe i Kigali, ku wa 22 Gicurasi 2018

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Presidential Order n° 036/01 of 31/01/2020 ratifying the Air Transport Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Togo, signed at Kigali, on 22nd May 2018

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à l'Arrêté Présidentiel n° 036/01 du 31/01/2020 ratifiant l'Accord relatif au Transport Aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Togolaise, fait à Kigali, le 22 mai 2018

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA N° 037/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA ZAMBIYA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I LUSAKA, KU WA 19 KAMENA 2017

PRESIDENTIAL ORDER N° 037/01 OF 31/01/2020 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA, DONE AT LUSAKA, ON 19TH JUNE 2017

ARRÊTÉ PRÉSIDENTIEL N° 037/01 DU 31/01/2020 RATIFIANT L'ACCORD BILATÉRAL RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE ZAMBIE, FAIT À LUSAKA, LE 19 JUIN 2017

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

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ITEKA RYA PEREZIDA N°037/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA ZAMBIYA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I LUSAKA, KU WA 19 KAMENA 2017

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;

Dushingiye ku Itegeko n° 67/2019 ryo ku wa 25/10/2019 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Zambiya ajyanye no gutwara abantu n'ibintu mu kirere, yakorewe i Lusaka muri Zambiya, ku wa 19 Kamena 2017;

Tumaze kubona Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Zambiya ajyanye no gutwara abantu n'ibintu mu kirere, yakorewe i Lusaka muri Zambiya, ku wa 19 Kamena 2017;

Bisabwe na Minisitiri w'Ibikorwa Remezo;

PRESIDENTIAL ORDER N° 037/01 OF 31/01/2020 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA, DONE AT LUSAKA, ON 19TH JUNE 2017

We, KAGAME Paul,
President of the Republic**;**

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015; especially in Articles 112, 120, 122, 167, 168 and 176;

Pursuant to Law n° 67/2019 of 25/10/2019 authorizing the ratification of the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Republic of the Zambia, done at Lusaka, Zambia, on 19 June 2017;

Considering the Bilateral Air Services Agreement between Government of the Republic of Rwanda and the Government of the Republic of the Zambia, done at Lusaka, Zambia, on 19th June 2017;

On proposal by the Minister of Infrastructure;

ARRÊTÉ PRÉSIDENTIEL N° 037/01 DU 31/01/2020 RATIFIANT L'ACCORD BILATÉRAL RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE ZAMBIE, FAIT À LUSAKA, LE 19 JUIN 2017

Nous, KAGAME Paul,
Président de la République;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;

Vu la Loi n° 67/2019 du 25/10/2019 autorisant la ratification de l'Accord Bilatéral relatif aux Services Aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Zambie, fait à Lusaka en Zambie, le 19 juin 2017;

Considérant l'Accord Bilatéral relatif aux Services Aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Zambie, fait à Lusaka en Zambie, le 19 juin 2017;

Sur proposition du Ministre des Infrastructures;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE:

Ingingo ya mbere: Kwemezwa burundu

Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Zambiya ajyanye no gutwara abantu n'ibintu mu kirere, yakorewe i Lusaka, ku wa 19 Kamena 2017, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa

Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

After consideration and approval by the Cabinet;

HAVE ORDERED AND ORDER:

Article One: Ratification

The Bilateral Air Services Agreement between Government of the Republic of Rwanda and the Government of the Republic of the Zambia, done at Lusaka, on 19th June 2017, in annex to this Order, is ratified and becomes fully effective.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.

Article 3: Commencement

This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Après examen et adoption par le Conseil des Ministres;

AVONS ARRÊTÉ ET ARRÊTONS:

Article premier: Ratification

L'Accord bilatéral relatif aux Services Aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Zambie, fait à Lusaka, le 19 juin 2017, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

Article 2: Autorités chargées de l'exécution du présent arrêté

Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.

Article 3: Entrée en vigueur

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA N° 037/01 RYO KU WA 31/01/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA ZAMBIYA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I LUSAKA, KU WA 19 KAMENA 2017

ANNEX TO PRESIDENTIAL ORDER N° 037/01 OF 31/01/2020 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA, DONE AT LUSAKA, , ON 19TH JUNE 2017

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 037/01 DU 31/01/2020 RATIFIANT L'ACCORD BILATÉRAL RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE ZAMBIE, FAIT À LUSAKA, LE 19 JUIN 2017

BILATERAL AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA

Preamble

The Government of the Republic of Rwanda and the Government of the Republic of Zambia (hereinafter referred to as the Contracting Parties);

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944;

Acknowledging the importance of air transportation as a means of creating and preserving friendship, understanding and co-operation between the peoples of both Contracting Parties;

Desiring to conclude an Agreement for the establishment of air services between their territories and beyond and to promote, as much as possible, all forms of useful cooperation in the air transport sector;

Desiring to make it possible for airlines to offer the traveling and shipping public a variety of service options at prices that are not discriminatory and do not represent abuse of dominant position and wishing to encourage individual airlines to develop and implement innovative and competitive prices;

Anxious to guarantee the highest level of safety and security in international air transport;

Hereby agree as follows:

ARTICLE 1
DEFINITIONS

1. For the purpose of this Agreement and its Annexes, unless the context otherwise requires:

a) 'Aeronautical Authorities' means: In case of the Republic of Zambia, the Minister of Transport and Communications and/or any persons or body authorised to perform such functions, and in case of the Republic of Rwanda, the Minister responsible for Civil Aviation and/or any persons or body duly authorised to perform the functions at present exercised by the said Ministers.

b) 'Agreed Services' means: regular air services for the transportation of passengers, cargo and mail on the routes specified in the Annex to this agreement.

c) 'Agreement' means: this Agreement, its Annexes and any amendments to it.

d) 'Aircraft Equipment', 'Aircraft stores' and 'Spare Parts' have the meanings assigned to them in Annex 9 to the Convention.

e) 'Air Service', 'International Air Services', 'Airline(s)', and 'stop for non traffic purposes' have the meanings assigned to them in Article 96 of the Convention.

f) 'Territory' in relation to a State has the meaning assigned to it in Article 2 of the Convention;

g) Air transportation' means the public carriage by aircraft of passengers, baggage, cargo and mail separately or in combination, for remuneration or hire.

h) Code sharing': means a commercial arrangement whereby passengers of two or more airlines travel together on one aircraft bearing the airlines flight codes of two or more airline(s).

i) Countries bound by the Yamoussoukro Decision;

i. The African States signatories to the Abuja Treaty and who have not filed formal notification to withdraw from the Yamoussoukro Decision; and

ii. Any other Country which though not Party to the said Treaty, has decided in writing its intention to be bound by the Yamoussoukro Decision.

j) 'Convention' means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944 including any Annex adopted in accordance with Article 90 of the said Convention as well as any amendment to the Annexes or to the Convention Itself, adopted in accordance with Articles 90 and 94 of the very Convention, provided that these Annexes and amendments shall have been adopted and ratified by both Contracting Parties.

k) 'Designated airlines': means an air transport company which has been designated by one of the Contracting Party and authorised by the other Contracting Party to perform agreed services in conformity with Articles 3 and 4 of this Agreement.

l) 'Decision': means the Decision relating to the implementation of the Yamoussoukro Declaration concerning the Liberalization of Access of Air Transport of 14 November 1999 as endorsed by the AU Heads of States on 11 July 2000 including the appendices and amendments.

m) 'Schedule services': means those services operated regularly by designated airline according to schedules published in advance to cover a timetable season.

n) 'Specified route': means the air route as set forth in the Annex to this Agreement on which the agreed service may be operated.

o) 'Tariffs': means charges for the carriage of passengers, baggage and cargo, "as well as conditions upon which these charges are based.

p) 'User charges': means fees or rates levied for the use of airport, navigation facilities, and other related services offered by one Contracting Party to the other.

ARTICLE 2
Granting 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 to this Agreement.

2. Subject to the provisions of this Agreement, the airline(s) designated by 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 its territory for non-traffic purposes; and

   c) the right to make stops in the territory of the other Contracting Party at the points on the routes specified in the Route Schedule to this Agreement for the purpose of taking on board and disembarking passengers, cargo and mail either in combination or separately.

3. Each Contracting Party grants rights to the other Contracting Party to embark or disembark passengers, cargo and mail from a designated point in Zambia and Rwanda via an intermediate point in Europe or elsewhere.

ARTICLE 3
APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party governing, on its own territory, the entry, sojourn or departure of aircraft engaged in international air services as well as the operation and navigation of the aircraft shall be observed by the designated airline of the other Contracting Party at the entry, sojourn and inside the territory of that Contracting Party.

2. The laws and regulations of one Contracting 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 designated airline of the other Contracting Party while they are within the said territory.

3. Neither Contracting Party shall give preferential treatment to its own or any other airline over the airline of the other Contracting Party which offers similar international services in the application of those regulations mentioned in paragraphs 1 and 2 of this Article, as well as in the use of airports, air routes, air traffic services and related installations under its control.

ARTICLE 4
DESIGNATION AND OPERATING AUTHORISATION

1. Each Contracting Party shall have the right to designate, through diplomatic channels, one or more airline(s) for the purpose of operating the agreed services on routes specified in the Annex.

2. Each Contracting Party shall, by use of a diplomatic note to the other Contracting Party, have the right to withdraw the designation of one airline and designate another.

3. Upon receipt of such a designation, and of application from the designated airline, in the form and manner prescribed for operating authorisation, each Contracting Party shall, subject to its own laws and regulations and without delay, grant to the airline so designated all the necessary operating authorisations.

4. Upon receipt of these authorisations, the designated airline may at any time begin to operate the agreed services, wholly or in part, provided that the airline complies with the applicable provisions of this Agreement and that tariffs are established in conformity with the provisions of Article 12 of this Agreement.

ARTICLE 5
REVOCATION AND SUSPENSION OF OPERATING AUTHORISATION

1. Each Contracting Party shall have the right to refuse, revoke, suspend, temporarily or permanently, the authorisations mentioned in Article 4 of this Agreement in regard to the designated airline, where the Contracting Party receiving the designation:

   a) is not satisfied that ownership and principal place of business of the designated airline are in the territory of the Contracting Party designating the airline;

   b) is not satisfied that the Contracting Party designating the airline has and maintains effective regulatory control of the airline;

   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;

   d) the other Contracting Party designating the airline is not maintaining and administering the standards as set forth in Article 6 (Satety) 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 it is absolutely necessary to take immediate action to prevent breaking of rules and regulations mentioned above, the rights expressed in paragraph 1 of this Article shall be exercised only after consultation with aeronautical authorities of the other Contracting Party in conformity with Article 14 of this Agreement.

ARTICLE 6
SAFETY

1. Each Contracting Party shall recognise as valid, for the purpose of operating the agreed services provided for in the present Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the other Contracting Party and still in force, provided that the requirements for such certificates or licenses at least equal the minimum standards that may be established pursuant to the Convention.

2. Each Contracting Party may, however, refuse to recognize as valid for the purpose of flight above its own territory, certificates of competency and licenses granted to or validated for its own nationals by the other Contracting Party or by third Country.

3. Each contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, aircraft flight crew and the operation of aircraft. Such consultations shall take place within thirty (30) days of the receipt of that request.

4. If following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 3 of this Article that meet the standards established at the time pursuant to the Convention, the other Contracting Party shall be informed of such findings and of the steps considered necessary to conform with the standards of the International Civil Aviation Organisation. The Other Contracting 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 operated by, or on behalf of an airline of one Contracting Party, on service to or from the territory of the other Contracting Party, may, while within the territory of the other Contracting Party be the subject of a search by the authorised representatives of the other Contracting Party, provided 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 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. When urgent action is essential to ensure the safety of an airlines operation, each Contracting Party reserves the right to immediately suspend or vary the operating authorisation of an airline or airlines of the other Contracting Party.

7. Any actions by one Contracting Party in accordance with paragraph 4 of this Article shall be discontinued once the basis for the taking of that action ceases to exit.

ARTICLE 7
AVIATION SECURITY

1. The Contracting Parties reaffirm that their obligation to protect, in their mutual relationship, Civil Aviation against acts of unlawful interference, in order to ensure security, shall form an integral part of this Agreement.

2. The Contracting Parties shall; on mutual agreement, 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 to the security of civil aviation.

3. The Contracting Parties shall conform to the provisions of the Convention relating to offences and certain other acts committed on board aircraft, signed in TOKYO on 14 September 1963, the Convention for the suppression of unlawful seizure of Aircraft signed in the HAGUE on 16 December 1970, and two Conventions for the suppression of Unlawful Acts against the Safety of Civil Aviation, signed in Montreal respectively on 23 September 1971 and 24 February 1988.

4. The Contracting Parties, in their mutual agreement, shall conform to the provisions relating to Aviation Security which have been established by the International Civil Aviation Organization and are designated as Annexes to the Convention on International Civil Aviation, in so far as these provisions apply to the said Contracting Parties; they shall require that operators of aircraft registered with them, or operators whose business headquarters or permanent residence is on their territory, and operators of airports situated on their territory, conform to the provisions relating to Aviation Security.

5. Each Contracting Party shall commit itself to observe the provisions of security established by the other Contracting Party for the entry into its territory, and 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 increases in the threat.

6. Each Contracting Party agrees that its airline may be required to observe the aviation security provisions referred to in paragraph (3) required by the other Contracting Party, for entrance into, departure from, or while within, the territory of that other Contracting Party. Each
Contracting Party shall also act favorably upon any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

7. 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 such an incident or threat as rapidly as possible, commensurate with adequate safety precautions.

8. If one of the Contracting Parties deviates from the arrangements related to Aviation Security as stated in this Article, the aeronautical authority of the other Contracting Party may demand for immediate consultations with the aeronautical authority of the said Contracting Party.

9. Failure to come to a satisfactory understanding within a period of thirty (30) days will then call for the applications of Article 6 of this Agreement.

ARTICLE 8
EXEMPTION OF CUSTOMS DUTIES AND TAXES

1. Each Contracting Party shall exempt the designated airline of the other Contracting Party from any importation restrictions, customs duties, excise taxes, inspection fees and other taxes and similar national, regional or local charges on aircraft, fuels, lubricants, consumable technical supplies, spare parts including engines, standard aircraft equipment, ground equipment, on board provisions (including liquors, tobacco and other articles for specific use for the operation or maintenance of aircraft of the designated airline by the other Contracting Party providing the agreed services, as well as the stock of tickets, airway bill, printed matter bearing the airline logo and any current promotional material freely distributed by the designated airline.

2. The exemptions granted in accordance with this Article shall apply to, items referred to in paragraph 1 of this Article, whether such items are utilized or not, or whether they are wholly consumed on the territory of the Contracting Party granting the exemption, when they are:

   a) introduced on the territory of one of the Contracting Parties by the designated airline of the other Contracting Party or on its behalf, provided that such items shall not be alienated on the territory of the said Contracting Party;

   b) retained on board the aircraft of the designated airline of one of the Contracting Parties upon arriving in or leaving the territory of the other Contracting Party; and

c) taken on board the aircraft of the designated airline of one of the Contracting Parties from the territory of the other contracting Party and, intended to be used in the provision of the agreed services.

3. Aircraft standard equipment and ground equipment, as well as supplies and provisions normally carried on board aircraft of the Contracting Parties, shall not be off-loaded on the territory of the other Contracting Party without approval of that territory's customs authorities. In case they are, such items may be kept under surveillance of the said authorities until they are re-exported or otherwise disposed of in conformity with the customs regulations.

4. Luggage and cargo in direct transit shall be exempted from customs duties and any other taxes.

5. The relief provided by this Article shall also be available in situations where the designated airline or airlines of one Contracting Party have entered into arrangements with another airline or airlines for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraph (1) of this Article, provided such other airline or airlines similarly enjoy such relief from such other Contracting Party.

ARTICLE 9
CAPACITY

1. The designated airlines of both Contracting Parties shall benefit from fair and equal opportunity in operation of agreed services between their respective territories and beyond on routes specified in the Annex to this Agreement.

2. In operating the agreed services the designated airline of each Contracting Party shall take into account the interests of the designated airline of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same route.

3. The agreed services provided by the designated airlines of the Contracting Party shall bear a close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision at a reasonable load factor of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers and cargo, including mail, coming from or destined to the territory of the Contracting Party which has designated the airline, and Countries of final destination of the traffic.

4. The designated airlines shall submit for approval, not later than 30 days before starting operations of the agreed services, their programs to the Aeronautical Authorities of both Contracting Parties. These programs will include among others the type of service, types of aircraft, frequency of service and flight time tables. This also applies to any subsequent change. In some particular cases, the sequence of notification may be reduced subject to consent of both authorities.

ARTICLE 10
CHANGE OF GAUGE

A designated airline may, for the purpose of continuing a flight, change the type of aircraft used at any point on the whole sector or parts thereof.

ARTICLE 11
TARIFFS

1. Each Contracting Party shall allow tariffs for air transportation to be established by each designated airline based upon commercial considerations in the market place. Intervention by the Contracting Parties shall be limited to:

   a) prevention of unreasonably discriminatory tariffs or practices;

   b) protection of consumers from tariffs that are unreasonably high or restrictive due to the abuse of dominant position; and

   c) protection of airlines from tariffs that is artificially low.

2. Each Contracting Party may require notification to or filing with its aeronautical authorities of tariffs to be charged to or from its territory by airlines of the other Contracting Party. Notification of filing by the airlines of both Contracting Parties may be required no more than 30 days before the proposed date of effectiveness. In individual cases, notification of filing may be permitted on shorter notice.

3. If one Contracting Party believes that the tariff proposed to be charged by an airline of the other Contracting Party for international air transportation, between territories of the Contracting Parties is inconsistent with considerations set forth in paragraph (1) of this Article, it shall notify the other Contracting Party of the reasons for its dissatisfactions as soon as possible.

ARTICLE 12
USER CHARGES

1. Charges imposed in the territory of one of the Contracting Parties to the airline of the other Contracting Party for use of airports and other air navigation facilities by aircraft of the airline designated by the other Contracting Party shall not exceed those imposed to the designated airline of first Contracting Party providing similar international services;

2. Each Contracting Party shall encourage consultation on user charges between their competent charging authorities, and airlines using the services and facilities provided by those charging authorities, where practicable through those airlines representative organisations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their view before changes are effected.

3. Each contracting Party shall encourage the competent charging authorities to provide users with reasonable notice of any proposal for changes in user chargers to enable users to express their views before charges are effected.

ARTICLE 13
COMMERCIAL ACTIVITIES

1. Each designated airline has the right to sell air tickets on the territory of the other Contracting Party, directly and, at their own discretion, through their sales agents.

2. Each designated airline shall be given the right to sell such air tickets in the currency of that territory or, in any convertible currency on its free will. Everybody shall be entitled to such tickets provided they pay in the currency prescribed by the relevant air transport company.

3. Each Contracting Party shall give to the designated airline of the other Contracting Party the right to freely transfer the profit received on its territory. Such transfers shall be based on the basis of the open market rate of exchange at the time that the request of transfer was made by the designated airline of the other Contracting Party. These funds shall not be subject to any taxes except those normally charged by banks for such operations.

4. Each Contracting Party shall accord, on reciprocal basis, to the designated airline of the other Contracting Party an exemption from all kinds of tax on income or profit made by the said enterprise on the territory of the first Contracting Party in the air transport operations, as well as any tax on the turnover or the capital. This provision shall not apply if there is an available

agreement against double taxation providing for similar exemption between the two Contracting Parties.

ARTICLE 14
CONSULTATIONS

1. The Aeronautical authorities of both Contracting Parties shall consult each other from time to time in order to ensure that close cooperation exists on all matters concerning the implementation of this Agreement and its Annex.
2. Either Contracting Party may, at any time, request consultations relating to this Agreement. Such consultations shall begin within a period of sixty (60) days from the date of receipt of request to that effect.

ARTICLE 15
SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties related to the interpretation or application of this Agreement, the Contracting Parties shall endeavor first to settle it by negotiation.

2. If the Contracting Parties fail to reach a settlement of the dispute by negotiation, they may refer it to some person or body, or the dispute may at the request of either Contracting Party, be submitted to a tribunal of three arbitrators.

3. The arbitrating tribunal shall be constituted as follows: each Contracting Party shall appoint one arbitrator within a period of sixty (60) days from the time of receipt of the demand for arbitration, by means of diplomatic note. These two arbitrators shall, within an extra period of sixty (60) days, have agreed on the appointment of a third State, and shall act as the Chairman of the tribunal and shall be the one to decide the venue of arbitration. If one of the Contracting Parties does not name the arbitrator within the time specified, or the third arbitrator has not been designated within the time specified, then the President of the International Civil Aviation Organisation Council may be invited by one of the Contracting Parties to appoint an arbitrator or arbitrators depending on the case.

4. The Contracting Parties shall commit themselves to abide by whatever decision or judgment passed under the terms in paragraph 2 and 3 of this Article. If one of the Contracting Parties does not comply with such a decision, then the other Contracting Party will be free to apply Article 5 of this Agreement.

5. The costs of arbitration shall be shared equally by the Contracting Parties.

ARTICLE 16
EXCHANGE OF INFORMATION

1. Aeronautical Authorities of both Contracting Parties shall exchange as soon as possible, information concerning current authorisations to their respective airlines to operate services to destination, across or from the territory of the other Contracting Party, including copies of certificates and valid authorisation for the operation on specific routes as well as any changes, rules of exemption and lists of authorised services.

2. Each Contracting Party shall make sure that its designated airline(s) furnishes the Aeronautical Authority of the other Contracting Party and as soon as possible. Such information as copies of tariffs, timetables including any modifications thereof, as well as any permanent information required for the operations of the agreed services including the capacity offered on each of the specified routes and all other useful information in order to prove to the Aeronautical Authority of the other Contracting Party that the provisions of this Agreement are duly respected.

3. Each Contracting Party shall ensure that their designated airline supplies the aeronautical authority of the other Contracting Party with statistics of the traffic carried on the agreed services.

ARTICLE 17
RELATIONSHIP WITH CHICAGO CONVENTION

The provisions of this Agreement are forwarded and should cope with the Convention as far as they deal with International air services.

ARTICLE 18
REGISTRATION

The present Agreement and any amendment thereof shall be registered with the International Civil Aviation Organisation.

ARTICLE 19
ENTRY INTO FORCE

This Agreement shall enter into force on the date of its signature. The Contracting Parties shall notify each other of the accomplishment of the required constitutional formalities, and shall supersede any other Air Service Agreement in force.

IN WITNESS THEREOF, the undersigned, being duly authorised by their respective governments, hereby sign this Agreement.

Done at **Lusaka** this **19th** day of **June 2017**, in two originals in the English language.

FOR THE GOVERNMENT OF THE REPUBLIC OF RWANDA

Hon. Louise Mushikiwabo
Minister of Foreign Affairs and Cooperation

FOR THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA

Hon. Brian Mushimba
Minister of Transport and Communications

ANNEX TO THE AGREEMENT

Section I Route Schedule

For the designated airline(s) of the Republic of Zambia

Points in Zambia	Intermediate Point(s)	Points in Rwanda	Beyond Points
Lusaka	Any Point*	Kigali	Any Point*

*Points with Customs, Immigration and Quarantine (CIQ) Facilities.

Section II Route Schedule

For the designated airline(s) of the Republic of Rwanda

Points in Rwanda	Intermediate Point(s)	Points in Zambia	Beyond Points
Kigali	Any Point*	Lusaka	Any Point*

*Points with Customs, Immigration and Quarantine (CIQ) Facilities

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 037/01 ryo ku wa 31/01/2020 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Zambiya ajyanye no gutwara abantu n'ibintu mu kirere, yakorewe i Lusaka, ku wa 19 Kamena 2017

Kigali, ku wa 31/01/2020

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to Presidential Order n° 037/01 of 31/01/2020 ratifying the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Republic of the Zambia, done at Lusaka, on 19th June 2017

Kigali, on 31/01/2020

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à l'Arrêté Présidentiel n° 037/01 du 31/01/2020 ratifiant l'Accord Bilatéral relatif aux Services Aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Zambie, fait à Lusaka, le 19 juin 2017

Kigali, le 31/01/2020

(sé)
KAGAME Paul
Président de la République

(sé)
Dr NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux