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ITEKA RYA PEREZIDA N° 123/01 RYO KU WA 24/02/2017 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 24 NZERI 2014, HAGATI YA REPUBULIKA Y'U RWANDA NA REPUBULIKA YUNZE UBUMWE Y'UBUDAGE

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 n'iya 176;

Dushingiye ku Itegeko n° 23/2015 ryo ku wa 23/05/2015 ryemerera kwemeza burundu amasezerano ajyanye no gutwara abantu n'ibintu mu kirere yashyiriweho umukono i Kigali, mu Rwanda, ku wa 24 Nzeri 2014, hagati ya Repubulika y'u Rwanda na Repubulika Yunze Ubumwe y'Ubudage;

Tumaze kubona amasezerano ajyanye no gutwara abantu n'ibintu mu kirere yashyiriweho umukono i Kigali, mu Rwanda, ku wa 24 Nzeri 2014, hagati ya Repubulika y'u Rwanda na Repubulika Yunze Ubumwe y'Ubudage;

Bisabwe na Minisitiri w'Ibikorwa Remezo;

PRESIDENTIAL ORDER N° 123/01 OF 24/02/2017 RATIFYING THE AIR TRANSPORT AGREEMENT SIGNED AT KIGALI, IN RWANDA, ON 24 SEPTEMBER 2014, BETWEEN THE REPUBLIC OF RWANDA AND THE FEDERAL REPUBLIC OF GERMANY

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 and 176;

Pursuant to Law n° 23/2015 of 23/05/2015 authorising the ratification of the air services agreement signed at Kigali, in Rwanda, on 24 September 2014, between the Republic of Rwanda and the Federal Republic of Germany;

Considering the air services agreement signed at Kigali, in Rwanda, on 24 September 2014, between the Republic of Rwanda and the Federal Republic of Germany;

On proposal by the Minister of Infrastructure;

ARRETE PRESIDENTIEL N° 123/01 DU 24/02/2017 RATIFIANT L'ACCORD RELATIF AU TRANSPORT AERIEN SIGNE A KIGALI, AU RWANDA, LE 24 SEPTEMBRE 2014, ENTRE LA REPUBLIQUE DU RWANDA ET LA REPUBLIQUE FEDERALE D'ALLEMAGNE

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 et 176;

Vu la Loi n° 23/2015 du 23/05/2015 autorisant la ratification de l'accord relatif au transport aérien signé à Kigali, au Rwanda, le 24 septembre 2014, entre la République du Rwanda et la République Fédérale d'Allemagne;

Considérant l'accord relatif au transport aérien signé à Kigali, au Rwanda, le 24 septembre 2014, entre la République du Rwanda et la République Fédérale d'Allemagne;

Sur proposition du Ministre des Infrastructures;

Official Gazette n° Special of 05/04/2017

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

After consideration and approval by the Cabinet;

Après examen et adoption du Conseil des Ministres;

TWATEGETSE KANDI DUTEGETSE:

HAVE ORDERED AND HEREBY ORDER:

AVONS ARRETE ET ARRETONS:

Ingingo ya mbere: Kwemeza burundu

Article One: Ratification

Article premier: Ratification

Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere yashyiriweho umukono i Kigali, mu Rwanda, ku wa 24 Nzeri 2014, hagati ya Repubulika y'u Rwanda na Repubulika Yunze Ubumwe y'Ubudage, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa mu ngingo zayo zose.

The air transport agreement signed at Kigali, in Rwanda, on 24 September 2014, between the Republic of Rwanda and the Federal Republic of Germany, annexed to this Order, is ratified and becomes fully effective.

L'accord relatif au transport aérien signé à Kigali, au Rwanda, le 24 septembre 2014, entre la République du Rwanda et la République Fédérale d'Allemagne, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Article 2: Authorities responsible for the implementation of this Order

Article 2: Autorités chargées de l'exécution du présent arrêté

Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.

The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.

Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Etrangères et de la Coopération et le Ministre des Finances et de la Planification Economique sont chargés de l'exécution du présent arrêté.

Ingingo ya 3: Igihe iteka ritangira gukurikizwa teka

Article 3: Ccommencement

Article 3: Entrée en vigueur

Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

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

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 24/02/2017

Kigali, on 24/02/2017

Kigali, le 24/02/2017

(sé)

KAGAME Paul
Perezida wa Repubulika

(sé)

MUREKEZI Anastase
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)

MUREKEZI Anastase
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)

MUREKEZI Anastase
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° 123/01 RYO KU WA 24/02/2017
RYEMEZA BURUNDU AMASEZERANO
AJYANYE NO GUTWARA ABANTU
N'IBINTU MU KIRERE YASHYIRIWEHO
UMUKONO I KIGALI, MU RWANDA, KU
WA 24 NZERI 2014, HAGATI YA
REPUBULIKA Y'U RWANDA NA
REPUBULIKA YUNZE UBUMWE
Y'UBUDAGE

ANNEX TO PRESIDENTIAL ORDER
N°123/01 OF 24/02/2017 RATIFYING THE
AIR TRANSPORT AGREEMENT SIGNED
AT KIGALI, IN RWANDA, ON 24
SEPTEMBER 2014, BETWEEN THE
REPUBLIC OF RWANDA AND THE
FEDERAL REPUBLIC OF GERMANY

ANNEXE A L'ARRETE PRESIDENTIEL
N°123/01 DU 24/02/2017 RATIFIANT
L'ACCORD RELATIF AU TRANSPORT
AERIEN SIGNE A KIGALI, AU RWANDA,
LE 24 SEPTEMBRE 2014, ENTRE LA
REPUBLIQUE DU RWANDA ET LA
REPUBLIQUE FEDERALE
D'ALLEMAGNE

Air Transport Agreement

between

the Government of the Republic of Rwanda

and

the Government of the Federal Republic of Germany

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The Government of the Republic of Rwanda,
and
the Government of the Federal Republic of Germany,

Being Parties to the Convention on International Civil Aviation of 7 December 1944,

Desiring to conclude an agreement concerning the establishment and operation of air services
between and beyond their territories,

Have agreed as follows:

Article 1

Definitions

(1) For the purposes of this Agreement, unless the text otherwise requires:

1. the term "the Convention" means the Convention on International Civil Aviation of 7 December 1944, including any Annexes adopted under Article 90 of that Convention and any amendment to the Annexes or to the Convention itself 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;
2. the term "aeronautical authorities" means in the case of the Government of the Federal Republic of Germany, the Federal Ministry of Transport, Building and Urban Development; in the case of the Government of the Republic of Rwanda the Ministry of Infrastructure and the Rwanda Civil Aviation Authority; or in both cases any other person or agency authorised to perform the functions incumbent upon the said authorities;

3. the term "designated airline" means any airline that either Contracting Party has designated in writing to the other Contracting Party in accordance with Article 3 of this Agreement as being an airline which is to operate international air services on the routes specified in conformity with Article 2 (2) of this Agreement.

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

(2) The terms "territory", "air service", "international air service" and "stop for non-traffic purposes" have, for the purposes of this Agreement, the meaning laid down in Articles 2 and 96 of the Convention.

(3) The term "tariff" means the price to be charged for the international carriage (i.e. carriage between points in the territories of two or more States) of passengers, baggage or cargo (excluding mail).

Article 2

Grant of Traffic Rights

(1) Each Contracting Party shall grant to the other Contracting Party for the purpose of operating international air services by designated airlines the right:

1. to fly across its territory without landing (first freedom);
2. to land in its territory for non-traffic purposes (second freedom); and
3. to land in its territory at the points named on the routes specified in accordance with paragraph 2 below in order to take on or discharge passengers, baggage, cargo and mail on a commercial basis (third/fourth freedom).

(2) Details of the operation of international air services, such as the routes available (points of departure and arrival in the territories of the two Contracting Parties, intermediate points and points of arrival beyond) are to be laid down jointly by the aeronautical authorities of the two Contracting Parties in a Route Schedule.

(3) Traffic rights exceeding those mentioned in paragraph 1 above shall only be granted on the basis of special agreements between the aeronautical authorities of both Contracting Parties.

Article 3

Designation and Operating Authorisations

(1) The international air services on the routes specified in accordance with Article 2 (2) of this Agreement may be started at any time, provided that:

1. the Contracting Party to whom the rights specified in Article 2 (1) of this Agreement are granted has designated one or several airlines in writing; and
2. the Contracting Party granting these rights has authorised the designated airline or airlines to initiate the air services.

(2) On receipt of such a designation, the other Contracting Party shall grant the appropriate authorisations and permissions with minimum procedural delay, provided that:

1. in the case of an airline designated by the Government of the Federal Republic of Germany:
 - a) the airline is established in the territory of the Federal Republic of Germany under the EU Treaties and has a valid Operating Licence in accordance with European Union law; and

- b) 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; and
- c) the airline is owned, directly or through majority ownership, and effectively controlled by Member States of the European Union or the European Free Trade Association and/or by nationals of such States;

2. in the case of an airline designated by the Government of the Republic of Rwanda:

- a) the airline 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
- b) the Republic of Rwanda has and maintains effective regulatory control of the airline; and
- c) the airline is owned, directly or through majority ownership, and effectively controlled by the Republic of Rwanda and/or by its nationals or by Member States of the Eastern African Community and/or by nationals of such States;;

and

3. the designated airline proves upon request of the other Contracting Party that it is qualified to meet the requirements to be fulfilled for the operation of international air transport under the laws and regulations applicable in the territory of that Contracting Party.

(3) Either Contracting Party shall have the right to replace, subject to the provisions of paragraphs 1 and 2 above, an airline it has designated by another airline. The newly designated airline shall have the same rights and be subject to the same obligations as the airline which it replaces.

Article 4

Revocation, Limitation or Suspension of Operating Authorisations

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

1. in the case of an airline designated by the Government of the Federal Republic of Germany:
 - a) the airline is not established in the territory of the Federal Republic of Germany under the EU Treaties or does not have a valid Operating Licence in accordance with European Union law; or
 - b) 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; or
 - c) the airline is not owned, directly or through majority ownership, or not effectively controlled by Member States of the European Union or the European Free Trade Association and/or by nationals of such States;
2. in the case of an airline designated by the Government of the Republic of Rwanda:
 - a) the airline 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
 - b) the Republic of Rwanda does not have or is not maintaining effective regulatory control of the airline; or

- c) the airline is not owned, directly or through majority ownership, or not effectively controlled by the Republic of Rwanda and/or by its nationals or by Member States of the Eastern African Community and/or by nationals of such States;
- or

3. the designated airline does not comply with the laws and regulations referred to in Article 5 of this Agreement.

(2) Such revocation, suspension or limitation of the authorisation shall be preceded by consultations as provided for in Article 20 of this Agreement, unless an immediate suspension of operations or immediate limitations are necessary to avoid further infringements of laws or regulations.

Article 5

Laws, Regulations and Procedures

- (1) The laws, regulations and procedures of either Contracting Party relating to the entry into, departure from or stay in its territory of aircraft engaged in international air transport, or to the operation and navigation of such aircraft, shall be complied with by the designated airlines of the other Contracting Party upon their entry into, departure from, or while within the said territory.
- (2) The laws, regulations and procedures of either Contracting Party relating to passports or other recognized and approved travel documents, to entry, customs clearance and quarantine shall be complied with by or with respect to crews, passengers, cargo and mail carried by aircraft of the designated airlines of the other Contracting Party upon their entrance into the territory of the said Contracting Party.
- (3) In the territory of the Federal Republic of Germany, paragraphs 1 and 2 also apply to the legislation of the European Union.

Article 6

Non-discrimination in respect of Charges

- (1) The charges levied in the territory of either Contracting Party for the use of airports and other aviation facilities by the aircraft of any designated airline of the other Contracting Party shall not be higher than those charged for aircraft of an airline engaged in similar international air services in the territory of the first Contracting Party.
- (2) The charges for the use of airports, or any other aviation services and facilities, or any similar charges or fees levied in connection with the operation of international air services shall be assessed on a cost-related basis; presentation of the relevant proof may be requested. The same shall apply to charges for handling passengers, baggage and cargo and for handling aircraft at airports with only one provider of such services.
- (3) The charges and fees shall be expressed in local currency or in any other freely convertible currency.

Article 7

Exemption from Customs Duties and other Charges

- (1) Aircraft operated by any designated airline of either Contracting Party and entering, departing again from, or flying across the territory of the other Contracting Party, as well as fuel, lubricants and other consumable technical supplies contained in the tanks or other receptacles on the aircraft (e.g. hydraulic fluid, cooling fluid, etc.), spare parts, regular equipment and aircraft stores on board such aircraft, shall be exempt from customs duties and other charges levied on the occasion of importation, exportation or transit of goods. This shall also apply to goods on board the aircraft consumed during the flight across the territory of the latter Contracting Party.

- (2) Fuel, lubricants and other consumable technical supplies (e.g. de-icing fluid), spare parts, regular equipment and aircraft stores temporarily imported into the territory of either Contracting Party, there to be immediately or after storage consumed or installed in or otherwise taken on board the aircraft of a designated airline of the other Contracting Party, or to be otherwise exported again from the territory of the former Contracting Party, shall be exempt from the customs duties and other charges mentioned in paragraph 1 above. Transport documents of any designated airline of one Contracting Party shall, on the occasion of importation into the territory of the other Contracting Party, likewise be exempt from the customs duties and other charges mentioned in paragraph 1 above.
- (3) Notwithstanding the provisions of sentence 2 below, fuel, lubricants and other consumable technical supplies taken on board the aircraft of any designated airline of either Contracting Party in the territory of the other Contracting Party and used in international air services shall be exempt from the customs duties and other charges mentioned in paragraph 1 above, as well as from any other further-reaching special consumption charges. Sentence 1 shall not prevent the Federal Republic of Germany from levying on a non-discriminatory basis the taxes and other charges mentioned therein on fuel taken on board in its territory for use in an aircraft of a designated airline of the Government of the Republic of Rwanda that operates between a point in the territory of the Federal Republic of Germany and another point in the territory of the Federal Republic of Germany or in the territory of another European Union Member State.
- (4) Either Contracting Party may keep the goods mentioned in paragraphs 1 to 3 above under customs supervision.
- (5) Where no customs duties or other charges are levied on goods mentioned in paragraphs 1 to 3 above, such goods shall not be subject to any economic prohibitions or restrictions on importation, exportation or transit that may otherwise be applicable.
- (6) Each Contracting Party shall, on a reciprocal basis, grant relief from turnover tax or similar indirect taxes on goods and services supplied to any airline designated by the other Contracting

Party and used for the purposes of its business. The tax relief may take the form of an exemption or a refund.

Article 8

Taxes on Income and on Capital

The provisions of the agreement that applies between the Federal Republic of Germany and the Republic of Rwanda for the avoidance of double taxation with respect to taxes on income and on capital shall remain unaffected.

Article 9

Transfer of Earnings

Each Contracting Party shall grant to any airline designated by the other Contracting Party the right to remit to its head office at any time, in any way, freely and without restrictions, in any freely convertible currency and at the official rate of exchange, the revenue realized through the sale of air transport services in the territory of the other Contracting Party.

Article 10

Principles Governing the Operation of Air Services

- (1) There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate air services on the routes specified in accordance with Article 2 (2) of this Agreement.
- (2) In the operation of international air services on the routes specified in accordance with Article 2 (2) of this Agreement, any designated airline of either Contracting Party shall take account of the interests of any designated airline of the other Contracting Party so as not to affect unduly the air services which the latter airline operates over the same routes or parts thereof.

(3) The international air services on the routes specified in accordance with Article 2 (2) of this Agreement shall have as their primary objective the provision of capacity commensurate with the foreseeable traffic demand to and from the territory of the Contracting Party designating the airlines. The right of such airlines to carry traffic between points of a route specified in accordance with Article 2 (2) of this Agreement which are located in the territory of the other Contracting Party and points in third countries shall be exercised, in the interests of an orderly development of international air transport, in such a way that capacity is related to:

1. the traffic demand to and from the territory of the Contracting Party designating the airlines;
2. the traffic demand existing in the areas through which the air services pass, taking account of national and regional air services;
3. the requirements of an economical operation of through traffic routes.

(4) To ensure fair and equal treatment of all designated airlines, the frequency of services, the types of aircraft to be used with regard to capacity, as well as the flight schedules shall be subject to approval by the aeronautical authorities of the Contracting Parties.

(5) The aeronautical authorities of the Contracting Parties should, if necessary, endeavour to reach a satisfactory arrangement regarding transport capacity and frequencies.

Article 11

Communication of Operating Information and Statistics

(1) Each designated airline shall communicate to the aeronautical authorities of the Contracting Parties at the latest one month prior to the initiation of air services on the routes specified in accordance with Article 2 (2) of this Agreement and before the start of each following flight plan

period the type of service, the types of aircraft to be used and the flight schedules. Changes made at short notice are to be notified immediately.

(2) The aeronautical authorities of either Contracting Party shall furnish to the aeronautical authorities of the other Contracting Party at their request such periodic or other statistical data of the designated airlines as may be reasonably required for the purpose of reviewing the capacity provided by any designated airline of the first Contracting Party on the routes specified in accordance with Article 2 (2) of this Agreement. Such data shall include all information required to determine the amount of traffic carried and the origins and destinations of such traffic.

Article 12

Tariffs

(1) The tariffs to be charged by a designated airline for passengers on the routes specified in accordance with Article 2 (2) of this Agreement shall be subject to approval by the aeronautical authorities of the Contracting Party in whose territory the point of departure of the journey (according to the information in the transport documents) is situated.

(2) In their tariffs, the designated airlines shall take into account the prevailing conditions of competition and of the market as well as the interests of transport users. The competent aeronautical authorities may refuse to approve a tariff only if it does not comply with these criteria.

(3) If the aeronautical authorities of either Contracting Party do not consent to a tariff submitted for their approval, this tariff shall not be applied. The tariff applied up to that time which was to be replaced by the new tariff shall continue to be applied.

Article 13
Commercial Activities

- (1) Each Contracting Party shall, on a reciprocal basis, grant to any designated airline of the other Contracting Party the right to maintain in its territory such offices and administrative, commercial and technical personnel as are needed by the designated airline. Sentence 1 shall apply to persons who are not nationals of the Contracting Parties or of European Union Member States only if, in each individual case, a declaration of a state's willingness to re-admit the person has been made.
- (2) The establishment of the offices and the employment of the personnel referred to in paragraph 1 above shall be subject to the laws and regulations of the Contracting Party concerned, such as the laws and regulations relating to the admission of foreigners and their stay in the territory of the Contracting Party concerned. The personnel employed in the offices according to paragraph 1 above shall not, however, require a work permit.
- (3) 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 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.
- (4) Each Contracting Party shall grant to any designated airline of the other Contracting Party the right to sell its transport services directly in its own sales offices, in sales offices of co-operating airlines or through its agents in the territory of the other Contracting Party and by way of electronic direct sale to any customer in any freely convertible currency.
- (5) Each Contracting Party shall informally re-admit persons having entered the territory of the other Contracting Party under the terms of paragraph 1 above if the competent authorities of the

latter Contracting Party notify the Contracting Party obliged to re-admit the person in each individual case that the relevant person's stay in its territory is unlawful.

Article 14

Intermodal Transport

Each Contracting Party shall, on a reciprocal basis, allow in its territory the designated airlines of the other Contracting Party equitable and fair access to and use of the other surface modes of transport as well as the undertaking of all activities directly connected with this.

Article 15

Recognition of Certificates and Licences

Certificates of airworthiness, certificates of competency and licences issued or rendered valid in accordance with the laws and regulations of one Contracting Party, including in the case of the Government of the Federal Republic of Germany the European Union law, and which have not yet expired, shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed air services, provided that the requirements under which such certificates or licences were issued or rendered valid are equal to or above the minimum standards established under the Convention.

Article 16

Aviation Safety

(1) Each Contracting Party may request consultations at any time concerning safety standards 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 shall be cause for the application of Article 4 of this Agreement.

(3) Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by the designated airlines 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 (ramp inspection), provided this does not lead to unreasonable delay.

(4) If any such ramp inspection or series of ramp inspections gives rise to

1. 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
2. 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 designated airlines of one Contracting Party in accordance with paragraph 3 above is denied by a representative of the airline concerned, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph 4 above exist and draw the conclusions referred to in that paragraph.
- (6) Each Contracting Party reserves the right to suspend or vary the operating authorisations of an airline or airlines of the other Contracting Party immediately in the event that the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspections, consultation or otherwise, that immediate action is essential to the safety of the operations of an airline. If the airline designated by the Republic of Rwanda is included in the Community list created according to Article 3 of Regulation (EC) No 2111/2005 of the European Parliament and of the Council of 14 December 2005 on the establishment of a Community list of air carriers subject to an operating ban within the Community and on informing air transport passengers of the identity of the operating air carrier, and repealing Article 9 of Directive 2004/36/EC (OJ EU Number L 344 of 27.12.2005, p. 15), sentence 1 shall apply accordingly.
- (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.
- (8) Where the Government of the Federal Republic of Germany 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 Authorisations of that airline.

Article 17
Aviation Security

- (1) Consistent with their rights and obligations under international law, the Contracting Parties reaffirm their obligation to each other to protect the security of civil aviation against acts of unlawful interference. 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 of 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft of 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation of 23 September 1971, and the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation of 24 February 1988, Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation of 23 September 1971.
- (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 acts of unlawful interference 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) 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 air navigation facilities occurs, the Contracting Parties shall, in mutual consultations, assist each other by facilitating communications and other appropriate measures intended to terminate as rapidly as commensurate with minimum risk to life such incident or threat thereof.
- (4) Each Contracting Party shall take all measures it finds practicable to ensure that an aircraft subjected to an act of unlawful seizure or other acts of unlawful interference which is on the ground in its territory is detained on the ground 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 mutual consultations.

(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; they shall require that

1. operators of aircraft of their registry or
2. operators of aircraft who have their principal place of business or permanent residence in the territory of the Contracting Parties or in the case of the Government of the Federal Republic of Germany operators of aircraft who are established in its territory under the EU Treaties and have valid Operating Licences in accordance with European Union law and
3. 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 5 above required by the other Contracting Party for entry into the territory of that other 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 Federal Republic of Germany, operators of aircraft shall be required to observe aviation security provisions in conformity with European Union law. Each Contracting Party shall ensure that measures are effectively applied within its territory to protect the aircraft and to screen passengers, crew and carry-on items and to carry out appropriate security checks on baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall look favourably on any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

(7) Should a Contracting Party depart from the aviation security provisions of this Article, the aeronautical authorities of the other Contracting Party may request immediate consultations with the aeronautical authorities of the former Contracting Party. Failure to reach a satisfactory agreement within one month of the date of such request shall constitute grounds for withholding, revoking, limiting or imposing conditions on the operating authorisations of one or several of the airlines of the former Contracting Party. If required by a serious emergency, either Contracting Party may take interim action prior to the expiry of the month.

Article 18

Examination of Travel Documents and of Inadmissible Persons

- (1) Either Contracting Party shall permit, in its territory, the designated airlines of the other Contracting Party to take measures to ensure that only persons with the travel documents required for entry into or transit through the territory of the other Contracting Party are carried.
- (2) Either Contracting Party shall accept for examination a person being returned from his point of disembarkation in the territory of the other Contracting Party after having been found inadmissible if this person previously stayed in its territory before embarkation. However, either Contracting Party shall not return a person to the country of the other Contracting Party if he was previously returned from the other Contracting Party.
- (3) This provision is not intended to prevent public authorities from further examining a returned inadmissible person to determine his eventual acceptability in the State or make arrangements for his transfer, removal or deportation to a State of which he is a national or where he is otherwise acceptable. Where a person who has been found to be inadmissible has lost or destroyed his travel documents, a Contracting Party shall accept instead a document attesting to the circumstances of embarkation and arrival issued by the public authorities of the Contracting Party where the person was found to be inadmissible.

Article 19
Exchange of Views

Exchanges of views shall take place as needed between the aeronautical authorities of the Contracting Parties in order to achieve close co-operation and agreement in all matters pertaining to the application of this Agreement.

Article 20
Consultations

Consultations may be requested at any time by either Contracting Party for the purpose of discussing amendments to this Agreement or to the Route Schedule, questions relating to interpretation or to behaviour relevant to competition which affects the aviation markets of the Contracting Parties. The same applies to discussions concerning the application of this Agreement if either Contracting Party considers that an exchange of views within the meaning of Article 19 of this Agreement has not produced any satisfactory results. Such consultations shall begin within two months of the date of receipt by the other Contracting Party of any such request.

Article 21
Settlement of Disputes

(1) Where any disagreement concerning the interpretation or application of this Agreement cannot be settled in accordance with Article 20 of this Agreement, it shall be submitted to an arbitral tribunal at the request of either Contracting Party.

(2) Such arbitral tribunal shall be constituted ad hoc as follows: each Contracting Party shall appoint one member, and these two members shall agree upon a national of a third State as their chairman to be appointed by the Governments of the Contracting Parties. Such members shall be

appointed within two months, and such chairman within three months, of the date on which either Contracting Party has informed the other Contracting Party of its intention to submit the disagreement to an arbitral tribunal.

(3) If the periods specified in paragraph 2 above have not been observed, either Contracting Party may, in the absence of any other relevant arrangement, invite the President of the Council of the International Civil Aviation Organization to make the necessary appointments. If the President is a national of either Contracting Party or if he is otherwise prevented from discharging this function, the Vice-President deputizing for him should make the necessary appointments.

(4) The arbitral tribunal shall reach its decisions by a majority of votes. Such decisions shall be binding on the Contracting Parties. Each Contracting Party shall bear the cost of its own member as well as of its representation in the arbitral proceedings; the cost of the chairman and any other costs shall be borne in equal parts by the Contracting Parties. In all other respects, the arbitral tribunal shall determine its own procedure.

Article 22

Multilateral Conventions

In the event of a general multilateral air transport convention accepted by the Contracting Parties entering into force, the provisions of such convention shall prevail. Any discussions with a view to determining the extent to which this Agreement is terminated, superseded, amended or supplemented by the provisions of the multilateral convention shall take place in accordance with Article 20 of this Agreement.

Article 23

Entry into Force, Duration

- (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.
- (2) This Agreement shall be concluded for an unlimited period.
- (3) Pending entry into force, this Agreement shall provisionally apply in accordance with the respective national law of the Contracting Parties.

Article 24

Registration with the International Civil Aviation Organization and with the United Nations

- (1) This Agreement and any amendments to it shall be communicated by the Government of the Federal Republic of Germany to the International Civil Aviation Organization for registration.
- (2) Registration of this Agreement with the Secretariat of the United Nations, in accordance with Article 102 of the United Nations Charter, shall be initiated immediately following its entry into force by the Contracting Party in whose territory this Agreement was signed. The other Contracting Party shall be informed of registration, and of the UN registration number, as soon as this has been confirmed by the Secretariat.

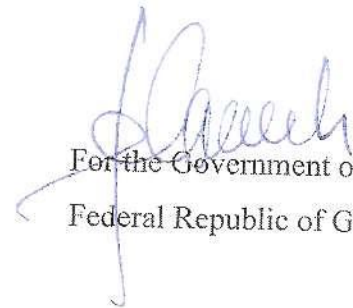
Article 25
Termination

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 this 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 acknowledgment of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organization.

Done at Kigali on 24 Sept. 2014 in duplicate in the English and German languages, both texts being equally authentic.



For the Government of the
Republic of Rwanda



For the Government of the
Federal Republic of Germany

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 123/01 ryo ku wa 24/02/2017 ryemeza burundu amasezerano ajyanye no gutwara abantu n'ibintu mu kirere yashyiriweho umukono i Kigali, mu Rwanda, ku wa 24 Nzeri 2014, hagati ya Repubulika y'u Rwanda na Repubulika Yunze Ubumwe y'Ubudage

Kigali, ku wa **24/02/2017**

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
MUREKEZI Anastase
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°123/01 of 24/02/2017 ratifying the air transport agreement signed at Kigali, in Rwanda, on 24 September 2014, between the Republic of Rwanda and the Federal Republic of Germany

Kigali, on **24/02/2017**

(sé)
KAGAME Paul
President of the Republic

(sé)
MUREKEZI Anastase
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°123/01 du 24/02/2017 ratifiant l'accord relatif au transport aérien signé à Kigali, au Rwanda, le 24 septembre 2014, entre la République du Rwanda et la République Fédérale d'Allemagne

Kigali, le **24/02/2017**

(sé)
KAGAME Paul
Président de la République

(sé)
MUREKEZI Anastase
Premier Ministre

Vu et scellé du Sceau de la République:

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

ITEKA RYA PEREZIDA N° 124/01 RYO KU
WA 24/02/2017 RYEMEZA BURUNDU
AMASEZERANO AJYANYE NO
GUTWARA ABANTU N'IBINTU MU
KIRERE YASHYIRIWEHO UMUKONO I
KIGALI, MU RWANDA, KU WA 19
WERURWE 2013, HAGATI YA LETA YA
REPUBULIKA Y'U RWANDA NA LETA YA
REPUBULIKA YA SUDANI

PRESIDENTIAL ORDER N° 124/01 OF
24/02/2017 RATIFYING THE BILATERAL
AIR SERVICES AGREEMENT SIGNED AT
KIGALI, IN RWANDA, ON 19 MARCH 2013,
BETWEEN THE GOVERNMENT OF THE
REPUBLIC OF RWANDA AND THE
GOVERNMENT OF THE REPUBLIC OF
THE SUDAN

ARRETE PRESIDENTIEL N° 124/01 DU
24/02/2017 RATIFIANT L'ACCORD
BILATERAL RELATIF AUX SERVICES
AERIENS SIGNE A KIGALI, AU RWANDA,
LE 19 MARS 2013, ENTRE LE
GOUVERNEMENT DE LA REPUBLIQUE
DU RWANDA ET LE GOUVERNEMENT DE
LA REPUBLIQUE DU SOUDAN

ISHAKIRO

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ITEKA RYA PEREZIDA N° 124/01 RYO KU WA 24/02/2017 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 19 WERURWE 2013, HAGATI YA LETA YA REPUBULIKA Y'U RWANDA NA LETA YA REPUBULIKA YA SUDANI

PRESIDENTIAL ORDER N° 124/01 OF 24/02/2017 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT SIGNED AT KIGALI, IN RWANDA, ON 19 MARCH 2013, BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF THE SUDAN

ARRETE PRESIDENTIEL N° 124/01 DU 24/02/2017 RATIFIANT L'ACCORD BILATERAL RELATIF AUX SERVICES AERIENS SIGNE A KIGALI, AU RWANDA, LE 19 MARS 2013, ENTRE LE GOUVERNEMENT DE LA REPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA REPUBLIQUE DU SOUDAN

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavugururwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122 n'iya 176;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122 and 176;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122 et 176;

Dushingiye ku Itegeko n° 26/2015 ryo ku wa 23/05/2015 ryemerera kwemeza burundu amasezerano ajyanye no gutwara abantu n'ibintu mu kirere yashyiriweho umukono i Kigali, mu Rwanda, ku wa 19 Werurwe 2013, hagati ya Repubulika y'u Rwanda na Repubulika ya Sudani;

Pursuant to Law n° 26/2015 of 23/05/2015 authorising the ratification of the air services agreement signed at Kigali, in Rwanda, on 19 March 2013, between the Republic of Rwanda and the Republic of the Sudan;

Vu la Loi n° 26/2015 du 23/05/2015 autorisant la ratification de l'accord relatif au transport aérien signé à Kigali, au Rwanda, le 19 mars 2013, entre la République du Rwanda et la République du Soudan;

Tumaze kubona amasezerano ajyanye no gutwara abantu n'ibintu mu kirere yashyiriweho umukono i Kigali, mu Rwanda, ku wa 19 Werurwe 2013, hagati ya Leta ya Repubulika y'u Rwanda na Leta ya Repubulika ya Sudani;

Considering the bilateral air services agreement signed at Kigali, in Rwanda, on 19 March 2013, between the Government of the Republic of Rwanda and the Government of the Republic of the Sudan;

Considérant l'accord bilatéral relatif aux services aériens signé à Kigali, au Rwanda, le 19 mars 2013, entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Soudan;

Bisabwe na Minisitiri w'Ibikorwa Remezo;

On proposal by the Minister of Infrastructure;

Sur proposition du Ministre des Infrastructures;

Official Gazette n° Special of 05/04/2017

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

After consideration and approval by the Cabinet;

Après examen et adoption du Conseil des Ministres;

TWATEGETSE KANDI DUTEGETSE:

HAVE ORDERED AND HEREBY ORDER:

AVONS ARRETE ET ARRETONS:

Ingingo ya mbere: Kwemeza burundu

Article One: Ratification

Article premier: Ratification

Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere yashyiriweho umukono i Kigali, mu Rwanda, ku wa 19 Werurwe 2013, hagati ya Leta ya Repubulika y'u Rwanda na na Leta ya Repubulika ya Sudani, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa mu ngingo zayo zose.

The bilateral air services agreement signed at Kigali, in Rwanda, on 19 March 2013, between the Government of the Republic of Rwanda and the Government of the Republic of the Sudan, annexed to this Order, is ratified and becomes fully effective.

L'accord bilatéral relatif aux aériens signé à Kigali, au Rwanda, le 19 mars 2013, entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Soudan, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Article 2: Authorities responsible for the implementation of this Order

Article 2: Autorités chargées de l'exécution du présent arrêté

Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.

The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.

Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Etrangères et de la Coopération et le Ministre des Finances et de la Planification Economique sont chargés de l'exécution du présent arrêté.

Ingingo ya 3: Igihe iteka ritangira gukurikizwa

Article 3: Commencement

Article 3: Entrée en vigueur

Iri teka ritangira gukurikizwa ku muni itangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

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

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 24/02/2017

Kigali, on 24/02/2017

Kigali, le 24/02/2017

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
KAGAME Paul
President of the Republic

(sé)
KAGAME Paul
Président de la République

(sé)
MUREKEZI Anastase
Minisitiri w'Intebe

(sé)
MUREKEZI Anastase
Prime Minister

(sé)
MUREKEZI Anastase
Premier Ministre

**Bibonywe kandi bishyizweho Ikirango cya
Repubulika:**

Seen and sealed with the Seal of the Republic:

Vu et scellé du Sceau de la République:

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

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

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

UMUGEREKA W'ITEKA RYA
PEREZIDA N° 124/01 RYO KU WA
24/02/2017 RYEMEZA BURUNDU
AMASEZERANO AJYANYE NO
GUTWARA ABANTU N'IBINTU MU
KIRERE YASHYIRIWEHO UMUKONO I
KIGALI, MU RWANDA, KU WA 19
WERURWE 2013, HAGATI YA LETA YA
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YA REPUBULIKA YA SUDANI

ANNEX TO PRESIDENTIAL ORDER
N°124/01 OF 24/02/2017 RATIFYING THE
BILATERAL AIR SERVICES
AGREEMENT SIGNED AT KIGALI, IN
RWANDA, ON 19 MARCH 2013,
BETWEEN THE GOVERNMENT OF THE
REPUBLIC OF RWANDA AND THE
GOVERNMENT OF THE REPUBLIC OF
THE SUDAN

ANNEXE A L'ARRETE PRESIDENTIEL
N° 124/01 DU 24/02/2017 RATIFIANT
L'ACCORD BILATERAL RELATIF AUX
SERVICES AERIENS SIGNE A KIGALI,
AU RWANDA, LE 19 MARS 2013, ENTRE
LE GOUVERNEMENT DE LA
REPUBLIQUE DU RWANDA ET LE
GOUVERNEMENT DE LA REPUBLIQUE
DU SOUDAN



APPENDIX II

BILATERAL AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF
RWANDA

AND

THE GOVERNMENT OF THE REPUBLIC OF
THE SUDAN

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BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE

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REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF THE SUDAN

Preamble

The Governments of the Republic of Rwanda and the Republic of Sudan (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

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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 charge of Civil Aviation and in case of the Republic of Sudan, Sudan 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) **'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

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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

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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:

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- 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
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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 licenses 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 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, 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

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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. 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

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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 authorized for the provision of such services. Where or as long as the laws and regulations applicable to ground handling in the territory of one Contracting Party do not allow self-handling or limit the freedom to contract these services out, each designated airline shall be treated on a non-discriminatory basis as regards their access to ground handling services provided by a supplier or suppliers.

ARTICLE 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.

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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 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.

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)

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	Points in Sudan	Any Points
Any points		Any points	

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

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points in Sudan	Any Points	Points in Rwanda	Any Points
		Any Points	

2. TRAFFIC RIGHTS

The Designated Airlines of both Contracting Parties have the right to exercise 3rd, 4th and full 5th freedom traffic rights within Africa. Exercise of 5th freedom outside Africa is subject to consultations between the two contracting parties.

3. FREQUENCY AND CAPACITY

The Designated Airlines of both Contracting Parties are entitled to operate unlimited frequencies for Passenger and/or Cargo operations without any restriction on Aircraft type and capacity.

Note:

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 Contracting Party designating the airline

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.

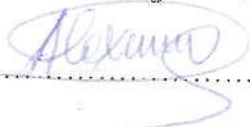
ARTICLE 31 ENTRY INTO FORCE

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 Kigali, on this 19. March, 2013

H.E. Dr. Alexis Nzahabwanimana
Minister of State in Charge of Transport



FOR THE GOVERNMENT OF THE REPUBLIC
OF RWANDA

H.E. Ali Ahmed Karti
Minister of Foreign Affairs



FOR THE GOVERNMENT OF THE
REPUBLIC OF THE SUDAN

Official Gazette n° Special of 05/04/2017

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 124/01 ryo ku wa 24/02/2017 ryemeza burundu amasezerano ajyanye no gutwara abantu n'ibintu mu kirere yashyiriweho umukono i Kigali, mu Rwanda, ku wa 19 Werurwe 2013, hagati ya Leta ya Repubulika y'u Rwanda na Leta ya Repubulika ya Sudani

Kigali, ku wa 24/02/2017

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
MUREKEZI Anastase
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°124/01 of 24/02/2017 ratifying the bilateral air services agreement signed at Kigali, in Rwanda, on 19 March 2013, between the Government of the Republic of Rwanda and the Government of the Republic of the Sudan

Kigali, on 24/02/2017

(sé)
KAGAME Paul
President of the Republic

(sé)
MUREKEZI Anastase
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°124/01 du 24/02/2017 ratifiant l'accord bilatéral relatif aux services aériens signé à Kigali, au Rwanda, le 19 mars 2013, entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Soudan

Kigali, le 24/02/2017

(sé)
KAGAME Paul
Président de la République

(sé)
MUREKEZI Anastase
Premier Ministre

Vu et scellé du Sceau de la République:

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

ITEKA RYA PEREZIDA N° 125/01 RYO KU
WA 24/02/2017 RYEMEZA BURUNDU
AMASEZERANO AJYANYE NO
GUTWARA ABANTU N'IBINTU MU
KIRERE YASHYIRIWEHO UMUKONO I
YAOUNDE, MURI KAMERUNI, KU WA 06
UGUSHYINGO 2013, HAGATI YA LETA
YA REPUBULIKA Y'U RWANDA NA LETA
YA REPUBULIKA YA KAMERUNI

PRESIDENTIAL ORDER N° 125/01 OF
24/02/2017 RATIFYING THE BILATERAL
AIR SERVICES AGREEMENT SIGNED AT
YAOUNDE, IN CAMEROON, ON 06
NOVEMBER 2013, BETWEEN THE
GOVERNMENT OF THE REPUBLIC OF
RWANDA AND THE GOVERNMENT OF
THE REPUBLIC OF CAMEROON

ARRETE PRESIDENTIEL N° 125/01 DU
24/02/2017 RATIFIANT L'ACCORD
BILATERAL RELATIF AU TRANSPORT
AERIEN SIGNE A YAOUNDE, AU
CAMEROUN, LE 06 NOVEMBRE 2013,
ENTRE LE GOUVERNEMENT DE LA
REPUBLIQUE DU RWANDA ET LE
GOUVERNEMENT DE LA REPUBLIQUE
DU CAMEROUN

ISHAKIRO

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ITEKA RYA PEREZIDA N° 125/01 RYO KU WA 24/02/2017 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE YASHYIRIWEHO UMUKONO I YAOUNDE, MURI KAMERUNI, KU WA 06 UGUSHYINGO 2013, HAGATI YA LETA YA REPUBULIKA Y'U RWANDA NA LETA YA REPUBULIKA YA KAMERUNI

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 n'iya 176;

Dushingiye ku Itegeko n° 19/2015 ryo ku wa 23/05/2015 ryemerera kwemeza burundu amasezerano ajyanye no gutwara abantu n'ibintu mu kirere yashyiriweho umukono i Yaoundé, muri Kameruni, ku wa 06 Ugushyingo 2013, hagati ya Repubulika y'u Rwanda na Repubulika ya Kameruni;

Tumaze kubona amasezerano ajyanye no gutwara abantu n'ibintu mu kirere yashyiriweho umukono i Yaounde, muri Kameruni, ku wa 06 Ugushyingo 2013, hagati ya Leta ya Repubulika y'u Rwanda na Leta ya Repubulika ya Kameruni;

Bisabwe na Minisitiri w'Ibikorwa Remezo;

PRESIDENTIAL ORDER N° 125/01 OF 24/02/2017 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT SIGNED AT YAOUNDE, IN CAMEROON, ON 06 NOVEMBER 2013, BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF CAMEROON

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 and 176;

Pursuant to Law n° 19/2015 of 23/05/2015 Law authorising the ratification of the air services agreement signed at Yaoundé, in Cameroon, on 06 November 2013, between the Republic of Rwanda and the Republic of Cameroon;

Having considered the bilateral air services agreement signed at Yaoundé, in Cameroon, on 06 November 2013, between the Government of the Republic of Rwanda and the Government of the Republic of Cameroon;

On proposal by the Minister of Infrastructure;

ARRETE PRESIDENTIEL N° 125/01 DU 24/02/2017 RATIFIANT L'ACCORD BILATERAL RELATIF AU TRANSPORT AERIEN SIGNE A YAOUNDE, AU CAMEROUN, LE 06 NOVEMBRE 2013, ENTRE LE GOUVERNEMENT DE LA REPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA REPUBLIQUE DU CAMEROUN

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 et 176;

Vu la Loi n° 19/2015 du 23/05/2015 autorisant la ratification de l'accord relatif au transport aérien signé à Yaoundé, au Cameroun, le 06 novembre 2013, entre la République du Rwanda et la République du Cameroun;

Considérant l'accord bilatéral relatif au transport aérien signé à Yaoundé, au Cameroun, le 06 Novembre 2013, entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Cameroun;

Sur proposition du Ministre des Infrastructures;

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Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

After consideration and approval by the Cabinet;

Après examen et adoption du Conseil des Ministres ;

TWATEGETSE KANDI DUTEGETSE:

HAVE ORDERED AND HEREBY ORDER:

AVONS ARRETE ET ARRETONS:

Ingingo ya mbere: Kwemeza burundu

Article One: Ratification

Article premier: Ratification

Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere yashyiriweho umukono i Yaounde, muri Kameruni, ku wa 06 Ugushyingo 2013, hagati ya Leta ya Repubulika y'u Rwanda na Leta ya Repubulika ya Kameruni, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa mu ngingo zayo zose.

The bilateral air services agreement signed at Yaoundé, in Cameroon, on 06 November 2013, between the Government of the Republic of Rwanda and the Government of Republic of Cameroon, annexed to this Order, is ratified and becomes fully effective.

L'accord bilatéral relatif au transport aérien signé à Yaoundé, au Cameroun, le 06 novembre 2013, entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Cameroun, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Article 2: Authorities responsible for the implementation of this Order

Article 2: Autorités chargées de l'exécution du présent arrêté

Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.

The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.

Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Etrangères et de la Coopération et le Ministre des Finances et de la Planification Economique sont chargés de l'exécution du présent arrêté.

Ingingo ya 3: Igihe iteka ritangira gukurikizwa

Article 3: Commencement

Article 3: Entrée en vigueur

Iri teka ritangira gukurikizwa ku munsiri ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

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

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Official Gazette n° Special of 05/04/2017

Kigali, ku wa **24/02/2017**

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
MUREKEZI Anastase
Minisitiri w'Intebe

**Bibonywe kandi bishyizweho Ikirango cya
Repubulika:**

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

Kigali, on **24/02/2017**

(sé)
KAGAME Paul
President of the Republic

(sé)
MUREKEZI Anastase
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le **24/02/2017**

(sé)
KAGAME Paul
Président de la République

(sé)
MUREKEZI Anastase
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° 125/01 RYO KU WA 24/02/2017
RYEMEZA BURUNDU AMASEZERANO
AJYANYE NO GUTWARA ABANTU
N'IBINTU MU KIRERE YASHYIRIWEHO
UMUKONO I YAOUNDE, MURI
KAMERUNI, KU WA 06 UGUSHYINGO
2013, HAGATI YA LETA YA REPUBULIKA
Y'U RWANDA NA LETA YA REPUBULIKA
YA KAMERUNI**

**ANNEX TO PRESIDENTIAL ORDER
N°125/01 OF 24/02/2017 RATIFYING THE
BILATERAL AIR SERVICES
AGREEMENT SIGNED AT YAOUNDE, IN
CAMEROON, ON 06 NOVEMBER 2013,
BETWEEN THE GOVERNMENT OF THE
REPUBLIC OF RWANDA AND THE
GOVERNMENT OF THE REPUBLIC OF
CAMEROON**

**ANNEXE A L'ARRETE PRESIDENTIEL
N°125/01 DU 24/02/2017 RATIFIANT
L'ACCORD BILATERAL RELATIF AU
TRANSPORT AERIEN SIGNE A
YAOUNDE, AU CAMEROUN, LE 06
NOVEMBRE 2013, ENTRE LE
GOUVERNEMENT DE LA REPUBLIQUE
DU RWANDA ET LE GOUVERNEMENT
DE LA REPUBLIQUE DU CAMEROUN**

BILATERAL AIR SERVICES AGREEMENT

BETWEEN

**THE GOVERNMENT OF THE REPUBLIC OF
RWANDA**

AND

**THE GOVERNMENT OF THE REPUBLIC OF
CAMEROON**

**BILATERAL AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF RWANDA
AND
THE GOVERNMENT OF THE REPUBLIC OF CAMEROON**

Preamble

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The Government of the Republic of Rwanda, on the one hand,

And

The Government of the Republic of Cameroon, on the other hand

Hereinafter referred to as "The Contracting Parties"

PREAMBLE

Being parties to the Convention on international Civil Aviation signed at Chicago on the Seventh Day of December, 1944;

Considering the Yamoussoukro Declaration on a New Africa Air Transport Policy adopted on 7th October, 1988;

Being parties to the Yamoussoukro Decision of 14th November, 1999, relating to the implementation of the Yamoussoukro Declaration concerning the Liberalization of Access to Air Transport Market in Africa as endorsed at the Organization of African Unity Heads of State Summit on 11 July 2000; and

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;

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 civil aviation, 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;

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Desiring to conclude an Agreement for the purpose of establishing Air Services between and beyond their respective territories;

HAVE AGREED AS FOLLOWS:

ARTICLE 1 DEFINITIONS

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

- a) 'Aeronautical Authorities' means: In the case of the Republic of Rwanda, the Minister in Charge of Civil Aviation and the Rwanda Civil Aviation Authority and in the case of the Republic of Cameroon, the Minister in Charge of Civil Aviation and the Cameroon Civil Aviation Authority, and in both cases, any person or body authorized to perform functions at present performed by the said Authorities or functions similar to those being performed 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 Chicago 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 signed at Chicago on the seventh day of December, 1944, and includes any Annexes 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' means 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) 'Scheduled services' means those services operated regularly by designated airlines 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 the charges to be paid for the carriage of passengers, baggage, and cargo and the conditions under which those charges apply, including charges and conditions for agency and other auxiliary services but excluding remuneration and conditions for the carriage of mail;
- o) 'Territory' in relation to a State has the meaning assigned to it in Article 2 of the Convention;
- p) 'User charges' means a charge made to airlines by the competent authorities, or permitted by them to be made, for the provision of airport property or facilities or of air navigation facilities, or aviation security facilities or services, including related services and facilities, for aircraft, their crew, 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 at the Organization of African Unity Heads of State Summit on 11 July 2000 including the appendices and amendments;

ARTICLE 2 GRANT OF RIGHTS

Each Party grants to the other Party the following rights:

1. The right to fly across its territory without landing;
2. The right to make stops in its territory for non-traffic purposes;
3. The right to make stops in its territory for the purpose of taking on board and discharging passengers and cargo including mail (i.e. unrestricted third and fourth freedom traffic rights); and,
4. The right to take on board and discharge passengers, mails and cargo coming from and destined for any other State Party to the Yamoussoukro Decision (i.e. unrestricted fifth freedom traffic rights).

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 shall be mutually decided by the Contracting Parties.

ARTICLE 3 DESIGNATION AND AUTHORIZATION OF AIRLINES

1. Each Contracting Party shall have the right to designate in writing through appropriate channels to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the specified routes.
2. On receipt of the notice of such designation, the other Contracting Party shall, subject to the provisions of paragraph (3) of this Article, within a reasonable period of time grant to the designated airline the appropriate operating authorization.
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 which are applicable 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 designate an eligible African multinational airline in which it is a stakeholder and this airline shall be accepted by the other Contracting Party.
5. When an airline has been so designated and authorized, it may begin at any time to operate the agreed services provided that the conditions of operation of those services and tariffs to be applied thereon have been approved under Article 8 and 12 of this Agreement.

ARTICLE 4 WITHHOLDING, REVOKING AND LIMITING VALIDITY OF AUTHORIZATIONS

1. Each Contracting Party shall have the right to withhold, revoke or suspend the authorizations referred to in Article 3 of this Agreement with respect to airline(s) designated by the other Contracting Party, in the case where the designated airline(s) is/are no longer in conformity with the conditions that made it/them eligible for the grant of such authorizations.
2. In such a case, the Contracting Party shall notify the designated airline(s) within a minimum period of thirty (30) days before the entry into force of such a measure.

ARTICLE 5 APPLICABLE 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 grant any preference to its own nor any other airline over the designated airlines of the other Contracting Party in the application of the laws and regulations referred to in this Article.

ARTICLE 6 AVIATION SAFETY

1. Each Contracting Party may request consultations at any time concerning safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, 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.
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 an inspection (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 do not conform to 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, and subsequent International Conventions ratified by both 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 shall be required to observe the aviation security provisions referred to in paragraph 3 applied by the other Contracting Party for entry into, sojourn in, departure from the territory of that other Contracting Party.
7. Each Contracting Party shall ensure that adequate 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 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.
8. In the event of 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. If a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the first Contracting Party may request immediate consultations with the other contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for the application of sub-Article (1) of Article 4. If required by an emergency, a Contracting Party may take action in terms of Article 4 prior to the expiry of fifteen (15) days. Any action taken in accordance with this sub-Article shall be discontinued upon compliance by the other Contracting Party with the security provisions of this Article

ARTICLE 8
RECOGNITION OF CERTIFICATES AND LICENCES

1. 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 licenses were issued or rendered valid are equal to or above the minimum standards established under 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, 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 international air transportation governed by this 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 AND FREQUENCIES

Both Contracting Parties agree that capacity and frequencies shall be determined in conformity with Article 5 of the Yamoussoukro Decision.

ARTICLE 11
APPROVAL OF FLIGHT 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 cause its designated airline to provide to the Aeronautical Authorities of the other Contracting Party, 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
CODE SHARE/COOPERATIVE ARRANGEMENTS

1. In operating or holding out the agreed services on the specified routes, any designated airline of one Contracting Party may enter into cooperative marketing arrangements such as code-sharing, blocked-space, or any other joint venture arrangements, with:
 - a) an airline(s) of the same Contracting Party, or
 - b) an airline(s) of the other Contracting Party; or
 - c) an airline(s) of a third country,provided that all airlines in such arrangements hold the appropriate authority to operate on the routes and segments concerned.
2. The Contracting Parties agree to take the necessary action to ensure that consumers are fully informed and protected with respect to code-shared flights operating to or from their territory and that, as a minimum, passengers be provided with the necessary information in the following ways:

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- 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, within a minimum procedural period of time, 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 that do not exceed ninety (90) days.

ARTICLE 15
SALE AND MARKETING OF AIR SERVICE PRODUCTS

1. The designated airline(s) 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(s) of each Contracting Party shall, either directly and at its discretion, *or* 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(s) 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 airline(s) 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

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 Party shall allow charges for air transport to be established by each designated airlines based upon commercial considerations in the marketplace. Intervention by the Parties shall be limited to:
 - a) Prevention of unreasonable discriminatory charges or practices ;
 - b) Protection of consumers from charges that are unreasonably high or restrictive due to the abuse of a dominant position ; and
 - c) Protection of airlines from charges that are artificially low due to direct or indirect government subsidy or other reasons.

2. Each Party may require notification to or filing with its aeronautical authorities of the tariffs 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 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 Party shall require the notification or filing by airlines of the other Party of prices charged by charters to the public, except as may be required on a non-discriminatory basis for information purposes ;
3. Neither Party shall take unilateral action to prevent the inauguration or continuation of charges proposed by :
 - a) An airline of either Party for international air transport between the territories of the Parties ;
 - b) An airline of one Party for international air transport between the territory of the other Party and any other country, including in both cases transportation on an interline or intraline basis.
4. If either Party believes that any such charges are inconsistent with the consideration set forth in paragraph 1 of this article, it shall request consultations and notify the other Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than 30 days after receipt of the request, and the Parties shall cooperate in securing information necessary for fair resolution of the issue.
5. If the parties reach agreement with respect to charges for which a notice of dissatisfaction has been given, each party shall use its best efforts to put that agreement into effect.
6. In case of tariffs increase, there shall be no approval required by the aeronautical authorities of Contracting Parties concerned for tariffs to be charged by the designated airline(s). However, the airline(s) shall in this case file such tariffs before they enter into effect.

ARTICLE 18 CUSTOMS DUTIES

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 transit.
3. The items referred to in paragraphs (a), (b), (c) and (d) of sub-Article (2), may be required to be kept under customs supervision or control.
4. The regular equipment, as well as spare parts, aircraft stores, supplies of fuel, lubricants (including hydraulic fluids) and other items referred to in sub-Article (1) normally retained on board an aircraft operated by a designated airline of a Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that territory. In such case, the said items may be placed under the supervision of those customs authorities until they are re-exported or otherwise disposed of in accordance with the domestic law of that Contracting Party.
5. The exemptions provided for in this Article shall be available in situations where a designated airline of a Contracting Party has entered into arrangements with another airline or airlines for the loan or transfer in the territory of the other Contracting Party of the items referred to in sub-Articles (1) and (2); provided that such other airline similarly enjoys such exemptions from the other Contracting Party.

ARTICLE 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 airline of the other Contracting Party the right to transfer in convertible currencies at the official rate of exchange the excess of receipt over expenditure earned by the airline in its territory in connection with the carriage of passengers, baggage, mail and cargo, subject to the prevailing foreign exchange regulations in the territory of each Contracting Party.
2. Whenever the fiscal system between the Contracting Parties is governed by a special agreement, that agreement shall apply in place of the provisions of this Article.

ARTICLE 21 USER CHARGES

1. 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.
2. Each Contracting Party shall encourage consultations between its responsible charging bodies and the designated airline(s) using the facilities and services. Where practicable, such consultations should be through the appropriate representative airline organisations.

3. 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 22 AIRCRAFT LEASING

1. Either Contracting Party may prevent the use of leased aircraft for air services under this Agreement which does not comply with Article 6 (*Aviation Safety*) and Article 7 (*Aviation Security*) of this Agreement.
2. Subject to paragraph 1, the designated airlines of each Contracting Party may operate services under this Agreement by using dry/wet leased aircraft which meet(s) 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 CONSULTATIONS

1. Any Contracting Party may, at any time, request consultations on the interpretation, application, implementation or amendment to 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 upon by both Contracting Parties.

ARTICLE 26
DISPUTE SETTLEMENT

1. If any dispute arises between the Contracting Parties relating to the interpretation or implementation of this Agreement, the Contracting Parties shall in the first place endeavour to settle such dispute by negotiations.
2. If the Contracting Parties fail to reach a settlement through negotiation within a period of sixty (60) days, they shall agree to refer the dispute to some competent and independent person or body for mediation.
3. If a settlement is not reached in accordance with sub-Articles (1) and (2) the dispute shall, at the request of either Contracting Party, and within a period of ninety (90) days after the failure of mediation, 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, 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 either Contracting State.
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 27 AMENDMENT

1. If either Contracting Party considers it desirable to amend any provision of this Agreement, it shall notify the other Contracting Party in writing through diplomatic channels of the need for the amendment.
2. Any amendment to this Agreement agreed upon by the Contracting Parties, shall enter into force provisionally while waiting compliance with any other constitutional requirements.
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 either or both Contracting Party (ies) become(s) Party (ies) 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 provisions of the said multilateral agreement.

ARTICLE 29 REGISTRATION

This Agreement, its Annex, any amendments to either the Agreement or Annex and any Exchange of Notes in relation to either the Agreement or its Annex shall be registered with the African Civil Aviation Commission (AFCAC) and the International Civil Aviation Organization (ICAO).

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 *AFCAC and ICAO*. In that 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 both the *AFCAC* and *ICAO*.

**ARTICLE 31
ENTRY INTO FORCE**

1. This Agreement and its Annex shall enter into force provisionally on the date of its signature and definitively on the date of the exchange of Notes between the Contracting Parties through diplomatic channels, confirming that the constitutional requirements in their respective countries have been complied with.
2. 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 and sealed this Agreement in two originals in the English and French languages, all texts being equally authentic. In the event of divergence of interpretation, the English text shall prevail.

DONE in duplicate at YAOUNDE, on this 6th day of November 2013.

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

**FOR THE GOVERNMENT OF
THE REPUBLIC OF CAMEROON**



.....
Dr. Alexis NZAHABWANIMANA
Secretary of State in charge of
Transports

.....
Pr. Robert NKILI
Minister of Transports

ANNEX ROUTE SCHEDULE

Section 1

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

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points in Cameroon	Any Points in Africa	Any points in Rwanda	Any Points in Africa

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

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any points in Rwanda	Any Points in Africa	Any points in Cameroon	Any Points in Africa

Section 2

Operational flexibility

The designated airline(s) 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 points and points beyond the territories of the Contracting Parties on the routes specified in the route schedules referred to in section 1 above, in any combination and in any order;
- d) omit stops at any point or points; and
- e) transfer traffic (including code sharing operations) from any of its aircraft to any of its other aircraft at any point on the routes referred to in section 1 above.

Official Gazette n° Special of 05/04/2017

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 125/01 ryo ku wa 24/02/2017 ryemeza burundu amasezerano ajyanye no gutwara abantu n'ibintu mu kirere yashyiriweho umukono i Yaounde, muri Kameruni, ku wa 06 Ugushyingo 2013, hagati ya Leta ya Repubulika y'u Rwanda na Leta ya Repubulika ya Kameruni

Kigali, ku wa 24/02/2017

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
MUREKEZI Anastase
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° 125/01 of 24/02/2017 ratifying the bilateral air services agreement signed at Yaoundé, in Cameroon, on 06 November 2013, between the Government of the Republic of Rwanda and the Government of the Republic of Cameroon

Kigali, on 24/02/2017

(sé)
KAGAME Paul
President of the Republic

(sé)
MUREKEZI Anastase
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° 125/01 du 24/02/2017 ratifiant l'accord bilatéral relative au transport aérien signé à Yaoundé, au Cameroun, le 06 Novembre 2013, entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Cameroun

Kigali, le 24/02/2017

(sé)
KAGAME Paul
Président de la République

(sé)
MUREKEZI Anastase
Premier Ministre

Vu et scellé du Sceau de la République:

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

ITEKA RYA PEREZIDA N° 126/01 RYO KU WA 24/02/2017 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 16 KANAMA 2013, HAGATI YA REPUBULIKA Y'U RWANDA NA REPUBULIKA Y'U BURUNDI

PRESIDENTIAL ORDER N° 126/01 OF 24/02/2017 RATIFYING THE AIR SERVICES AGREEMENT SIGNED AT KIGALI, IN RWANDA, ON 16 AUGUST 2013, BETWEEN THE REPUBLIC OF RWANDA AND THE REPUBLIC OF BURUNDI

ARRETE PRESIDENTIEL N° 126/01 DU 24/02/2017 RATIFIANT L'ACCORD RELATIF AUX SERVICES AERIENS SIGNE A KIGALI, AU RWANDA, LE 16 AOUT 2013, ENTRE LA REPUBLIQUE DU RWANDA ET LA REPUBLIQUE DU BURUNDI

ISHAKIRO

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PRESIDENTIAL ORDER N° 126/01 OF 24/02/2017 RATIFYING THE AIR SERVICES AGREEMENT SIGNED AT KIGALI, IN RWANDA, ON 16 AUGUST 2013, BETWEEN THE REPUBLIC OF RWANDA AND THE REPUBLIC OF BURUNDI

ARRETE PRESIDENTIEL N° 126/01 DU 24/02/2017 RATIFIANT L'ACCORD RELATIF AUX SERVICES AERIENS SIGNE A KIGALI, AU RWANDA, LE 16 AOUT 2013, ENTRE LA REPUBLIQUE DU RWANDA ET LA REPUBLIQUE DU BURUNDI

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167 n'iya 176;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167 and 176;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167 et 176;

Dushingiye ku Itegeko n° 20/2015 ryo ku wa 23/5/2015 ryemerera kwemeza burundu amasezerano ajyanye no gutwara abantu n'ibintu mu kirere yashyiriweho umukono i Kigali, mu Rwanda, ku wa 16 Kanama 2013, hagati ya Repubulika y'u Rwanda na Repubulika y'u Burundi;

Pursuant to Law n° 20/2015 of 23/5/2015 authorising the ratification of the air services agreement signed at Kigali, in Rwanda, on 16 August 2013, between the Republic of Rwanda and the Republic of Burundi;

Vu la Loi n° 20/2015 du 23/5/2015 autorisant la ratification de l'accord relatif au transport aérien signé à Kigali, au Rwanda, le 16 août 2013, entre la République du Rwanda et la République du Burundi ;

Tumaze kubona amasezerano ajyanye no gutwara abantu n'ibintu mu kirere yashyiriweho umukono i Kigali, mu Rwanda, ku wa 16 Kanama 2013, hagati ya Repubulika y'u Rwanda na Repubulika y'u Burundi;

Considering the bilateral air services agreement signed at Kigali, in Rwanda, on 16 August 2013, between the Republic of Rwanda and the Republic of Burundi;

Considérant l'accord bilatéral relatif aux services aériens signé à Kigali, au Rwanda, le 16 août 2013, entre la République du Rwanda et la République du Burundi;

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 HEREBY ORDER:

AVONS ARRETE ET ARRETONS:

Ingingo ya mbere: Kwemeza burundu

Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere yashyiriweho umukono i Kigali, mu Rwanda, ku wa 16 Kanama 2013, hagati ya Repubulika y'u Rwanda na Repubulika y'u Burundi, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa mu ingingo zayo zose.

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 iteka ritangira gukurikizwa

Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Kigali, ku wa **24/02/2017**

Article One: Ratification

The air services agreement signed at Kigali, in Rwanda, on 16 August 2013, between the Republic of Rwanda and the Republic of Burundi, 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 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.

Kigali, on **24/02/2017**

Article premier: Ratification

L'accord relatif aux services aériens signé à Kigali, au Rwanda, le 16 août 2013, entre la République du Rwanda et la République du Burundi, 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 Etrangères et de la Coopération et le Ministre des Finances et de la Planification Economique 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, le **24/02/2017**

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
KAGAME Paul
President of the Republic

(sé)
KAGAME Paul
Président de la République

(sé)
MUREKEZI Anastase
Minisitiri w'Intebe

(sé)
MUREKEZI Anastase
Prime Minister

(sé)
MUREKEZI Anastase
Premier Ministre

**Bibonywe kandi bishyizweho Ikirango cya
Repubulika:**

**Seen and sealed with the Seal of the
Republic:**

Vu et scellé du Sceau de la République:

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

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

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

**UMUGEREKA W'ITEKA RYA PEREZIDA
N°126/01 RYO KU WA 24/02/2017 RYEMEZA
BURUNDU AMASEZERANO AJYANYE NO
GUTWARA ABANTU N'IBINTU MU KIRERE
YASHYIRIWEHO UMUKONO I KIGALI, MU
RWANDA, KU WA 16 KANAMA 2013,
HAGATI YA REPUBULIKA Y'U RWANDA
NA REPUBULIKA Y'U BURUNDI**

**ANNEX TO PRESIDENTIAL ORDER
N°126/01 OF 24/02/2017 RATIFYING THE
AIR SERVICES AGREEMENT SIGNED AT
KIGALI, IN RWANDA, ON 16 AUGUST
2013, BETWEEN THE REPUBLIC OF
RWANDA AND THE REPUBLIC OF
BURUNDI**

**ANNEXE A L'ARRETE PRESIDENTIEL
N°126/01 DU 24/02/2017 RATIFIANT
L'ACCORD RELATIF AUX SERVICES
AERIENS SIGNE A KIGALI, AU RWANDA,
LE 16 AOUT 2013, ENTRE LA
REPUBLIQUE DU RWANDA ET LA
REPUBLIQUE DU BURUNDI**

ACCORD BILATERAL

ENTRE

LA REPUBLIQUE DU RWANDA

ET

LA REPUBLIQUE DU BURUNDI

RELATIF AUX SERVICES AERIENS

1/24



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Annexe 3 – Droit de trafic de 5^e liberté de l'air

Préambule

Le Gouvernement de la République du Rwanda et le Gouvernement de la République du Burundi (ci-après conjointement dénommés les « Parties Contractantes » et séparément « la Partie Contractante »);

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 approuvé par les Chefs d'Etat et de Gouvernement de l'Organisation de l'Unité Africaine (OUA) en juillet 2000;

Désireux de promouvoir un système de transport aérien international fondé sur la concurrence entre les compagnies aériennes avec un minimum d'interventions et de réglementations gouvernementales;

Désireux de faciliter le développement des possibilités de services aériens internationaux;

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 des services aériens internationaux et réaffirmant leur grave préoccupation face aux actes ou aux menaces dirigés contre la sûreté des aéronefs, qui mettent en danger la sécurité des personnes et des biens, qui sont préjudiciables à l'exécution des services aériens et qui minent la confiance du public dans la sécurité de l'aviation civile;

Sont convenus de ce qui suit :



Article 1 Définitions

Dans le présent Accord, sauf indication 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 Burundi, 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 » désigne 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) « Compagnie(s) aérienne(s) désignée(s) », « transporteur(s) aérien(s) désigné(s) », « entreprise(s) désignée(s) » signifie une compagnie aérienne 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 Contractantes ;
- 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 lié 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 imposées pour se prévaloir de cette contrepartie ;
- h) « Redevances d'usage » signifie 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 ;

- i) « Routes spécifiées » désigne les routes figurant au tableau des routes annexé au présent Accord ;
- j) « Services agréés » signifie les services aériens réguliers de transport, séparément ou en combinaison de passagers, du courrier et du fret, effectués moyennant rétribution sur les routes spécifiées ;
- k) « Territoire » par rapport à un État a le sens que lui donne l'article 2 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 ou en vertu d'un contrat de location ;
- 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 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 ;
- o) « Service aérien régulier », « Service aérien international » et « Escale non commerciale » ont le sens que leur donne l'article 96 de la Convention ; et
- p) « Décision de Yamoussoukro » signifie 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 à Yamoussoukro et approuvée par les Chefs d'Etat et de Gouvernement de l'Organisation de l'Unité Africaine en juillet 2000 ;

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 1. Sous réserve des dispositions du présent Accord, l'entreprise désignée de chaque Partie Contractante jouira, dans l'exploitation des services aériens internationaux :
 - a) le droit de traverser son territoire sans atterrir ;
 - b) le droit de faire des escales sur son territoire à des fins non commerciales ;
 - c) le droit d'embarquer et de débarquer sur son territoire, aux points spécifiés sur les routes spécifiées aux tableaux figurant à l'Annexe 1 du présent Accord, des passagers des bagages, des marchandises et des envois postaux.
2. Aucune disposition du présent Accord n'est censée conférer aux compagnies aériennes désignées d'une Partie Contractante le droit d'embarquer contre rémunération sur le territoire d'une 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. 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 Contractante a le droit de désigner une ou plusieurs compagnies aériennes 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 entre les

autorités aéronautiques des Parties Contractantes.

2. À la réception de cette désignation et de la demande de la compagnie aérienne 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) la compagnie aérienne désignée ait son principal établissement sur le territoire de la Partie Contractante désignant;
 - b) la Partie Contractante qui a désigné la compagnie ait et maintienne sur elle un contrôle réglementaire effectif;
 - c) la Partie Contractante qui a désigné la compagnie se conforme aux dispositions de l'article 7 (Sécurité) et de l'article 8 (Sûreté de l'Aviation) ;
 - d) la compagnie 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. Chaque Partie Contractante aura le droit de refuser d'accorder l'autorisation d'exploitation prévue au paragraphe 2 du présent article ou d'imposer telles conditions qui lui semblent nécessaires pour l'exercice des droits spécifiés à l'article 2 du présent Accord, lorsque ladite Partie Contractante ne possède pas la preuve que la compagnie aérienne désignée a son principal établissement sur le territoire de la Partie Contractante désignant l'entreprise ou le contrôle effectif de cette entreprise appartient à la Partie Contractante désignant l'entreprise.
4. À la réception de l'autorisation d'exploitation visée au paragraphe 2, une compagnie aérienne désignée peut à tout moment commencer à exploiter les services convenus pour lesquels elle est ainsi désignée, à condition que la compagnie aérienne désignée se conforme aux dispositions du présent Accord.

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 compagnie aérienne désignée par toute 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 aérienne désignée a son principal établissement sur le territoire de la Partie Contractante désignant l'entreprise ;
 - b) si elles n'ont pas la preuve que la Partie Contractante qui a désigné la compagnie a et maintient sur elle un contrôle réglementaire effectif;
 - c) si 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) ;
 - d) si la compagnie 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 Contractante 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) ou 8 (sûreté), les droits énoncés au paragraphe 1 du présent accord ne seront exercés qu'après des consultations entre les autorités aéronautiques conformément à l'article 18 (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 la compagnie aérienne désignée par chaque Partie

Contractante.

2. Les lois et règlements d'une Partie Contractante 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, telles que celles 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 la compagnie aérienne désignée de chaque Partie Contractante lorsqu'ils se trouvent sur ledit territoire.
3. Aucune Partie Contractante n'accordera à sa propre compagnie aérienne désignée une préférence par rapport à une compagnie aérienne 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 et licences

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 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 l'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 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 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 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(s) transporteur(s) aérien(s) d'une Partie Contractante pour des services à destination ou en provenance du territoire d'une autre Partie Contractante peut, pendant son séjour sur le territoire de l'autre Partie Contractante, être soumis par les représentants habilités de l'autre Partie Contractante à un examen à bord ou à l'extérieur de l'aéronef afin de vérifier la validité des documents de l'aéronef et de ceux de son équipage ainsi que l'état apparent de l'aéronef et de ses équipements (examen dénommé « inspection au sol » dans la suite du présent article), pour autant que cela n'entraîne pas un retard déraisonnable.
4. Si une inspection ou une série d'inspections au sol donne lieu à :
 - a) des motifs sérieux de penser qu'un aéronef ou son exploitation ne respecte pas les normes minimales en vigueur au moment considéré conformément à la Convention, ou
 - b) des motifs sérieux de craindre des déficiences dans l'adoption et la mise en œuvre effective de normes de sécurité en vigueur au moment considéré 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 au moment considéré 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 d'un ou de plusieurs transporteur(s) aérien(s).
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, de la Convention sur la répression des actes illicites dirigés contre l'aviation civile internationale faite à Beijing le 10 septembre 2010, le Protocole complémentaire à la Convention pour la répression de la capture illicite d'aéronefs fait à Beijing le 10 septembre 2010 ainsi que de tous autres conventions et protocoles relatifs à la sûreté de l'aviation civile auxquels les Parties Contractantes 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.

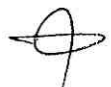
3. Les Parties Contractantes, dans leurs rapports mutuels, se conforment aux normes et pratiques recommandées internationales relatives à la sûreté de l'aviation civile qui ont été établies par l'Organisation de l'aviation civile internationale et qui sont désignées comme Annexes à la Convention. Elles 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 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. 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 une 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 qu'une autre Partie Contractante s'est écartée des dispositions du présent article, ses autorités aéronautiques peuvent demander des consultations. Ces consultations débiteront dans les quinze (15) jours de la réception de la demande. L'absence d'accord satisfaisant dans les quinze (15) jours suivant le début des consultations constituera un motif pour refuser, révoquer ou suspendre les autorisations de la compagnie ou des compagnies désignées par une 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 compagnies aériennes 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. Chacune des Parties Contractantes et la ou les compagnies aériennes désignées par elle prendront en considération les intérêts de l'autre Partie Contractante et ceux de la ou des compagnies aériennes désignées par celle-ci, afin de ne pas nuire indûment aux services assurés par lesdites compagnies.
3. Les services assurés par une compagnie aérienne désignée en vertu des dispositions du présent Accord auront pour but essentiel de fournir une fréquence et capacité de transport suffisantes pour répondre aux demandes de trafic entre le pays dont ladite compagnie 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 et la fréquence doivent 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 compagnie aérienne, compte tenu des services locaux et régionaux.
4. Chaque Partie Contractante convient de prendre des mesures pour éliminer toutes les formes de discrimination ou de pratiques concurrentielles déloyales nuisant à la position



concurrentielle d'une compagnie aérienne désignée de l'autre Partie Contractante.

Article 10

Location d'aéronefs

La compagnie aérienne désignée de chaque Partie Contractante peut exploiter les services visés par le présent Accord au moyen d'aéronefs loués qui répondent aux normes applicables de sécurité et de sûreté conformément aux dispositions de la Convention.

Article 11

Approbation des horaires des vols

1. La compagnie aérienne désignée de chaque Partie Contractante soumettra pour approbation aux Autorités aéronautiques de l'autre Partie Contractante le projet d'horaire des vols qu'elle envisage mettre en application au moins trente (30) jours avant que les services convenus ne soient assurés. Elle fera de même pour toute modification de cet horaire.
2. Dans le cas de vols supplémentaires que la compagnie aérienne désignée d'une Partie Contractante souhaite assurer sur les services convenus en dehors de l'horaire approuvé, cette compagnie 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 12

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.

Article 13

Tarifs

1. Les tarifs sur les services visés par le présent Accord sont établis par la ou les compagnies aériennes 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.

2. 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.
3. Chaque Partie Contractante peut exiger la soumission des tarifs que la ou les compagnies aériennes désignées proposent d'appliquer pour le transport à destination ou en provenance de son territoire pour approbation. La notification ou le dépôt peut être exigé au maximum 30 jours avant la date proposée d'entrée en vigueur. Dans des cas spéciaux, ce délai peut être réduit.

Article 14 **Redevances d'usage**

1. Aucune des deux Parties Contractantes n'imposera ou ne permettra que soient imposées aux compagnies aériennes 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 compagnies aériennes de l'autre Partie Contractante à des conditions qui ne seront pas moins favorables que les conditions les plus favorables offertes à toute compagnie assurant des services aériens internationaux similaires au moment où sont conclues les modalités de leur utilisation.

Article 15 **Droits de douane**

1. Chaque Partie Contractante exempte sur une base de réciprocité une compagnie aérienne 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 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 uniquement en rapport avec l'exploitation ou l'entretien courant des aéronefs de la compagnie aérienne 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 la compagnie aérienne désignée par une autre Partie Contractante ;
 - b) conservés à bord des aéronefs de la compagnie aérienne 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 la compagnie aérienne 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 compagnie aérienne 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(s) transporteur(s) aérien(s) désigné(s) d'une Partie Contractante a (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, pour autant

que l'autre entreprise de transport aérien désignée jouisse des mêmes exonérations de la part de l'autre Partie Contractante.

Article 16

Activités commerciales

1. Chaque Partie Contractante accorde aux compagnies aériennes désignées 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 les compagnies aériennes désignées), y compris le droit d'établir des bureaux sur réseau et hors réseau.
2. Chaque compagnie aérienne désignée aura le droit de vendre des services de transport dans la monnaie nationale 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 la compagnie en se conformant au règlement sur le change en vigueur .
3. La ou les compagnies aériennes 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 leurs personnels commercial, opérationnel et technique nécessaires dans le cadre de l'exploitation des services convenus.
4. Les représentants et le personnel des transporteurs aériens désignés seront soumis aux lois et règlements en vigueur de l'autre Partie Contractante, dans le cadre desquels :
 - a) 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 ;
 - b) les deux 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 autorisera les compagnies aériennes désignées de l'autre Partie Contractante à recourir aux services et au personnel de toute autre organisation, société ou

compagnie aérienne exerçant des activités sur son territoire et autorisée à assurer de tels services.

Article 17

Conversion des devises et transfert des excédents de recettes

1. Chaque Partie Contractante autorise la ou les compagnies aériennes 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. De tels conversions et transferts seront effectués conformément à la législation nationale de leurs pays respectifs régissant les paiements courants,
2. Si les transactions entre les Parties Contractantes sont réglées par un accord spécial, celui-ci sera applicable.

Article 18

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 ou sur le respect de cet Accord.
2. Ces consultations commenceront dans les trente (30) jours qui suivent la date à laquelle l'autre Partie Contractante aura reçu une demande, à moins que les Parties Contractantes n'en conviennent autrement.

Article 19

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 voie de négociations, elles peuvent convenir de soumettre le différend à une personne compétente et indépendante ou à un organe de médiation.
3. Si les Parties Contractantes ne parviennent pas à un règlement par voie de médiation, le différend pourra, à la demande de l'une ou l'autre des Parties Contractantes, être soumis à un tribunal arbitral.
4. L'arbitrage sera confié à un tribunal composé de trois arbitres, chaque Partie Contractante nommera un arbitre et les deux arbitres ainsi choisis s'entendront pour choisir le troisième; ce dernier n'aura la nationalité d'aucune des deux Parties Contractantes. Chaque Partie Contractante désigne un arbitre dans les soixante (60) jours qui suivent la réception par une des Parties Contractantes d'une note diplomatique de l'autre Partie Contractante demandant l'arbitrage du différend, et l'entente sur le choix du troisième arbitre intervient dans un nouveau délai de soixante (60) jours. Si l'une des Parties Contractantes omet de désigner son propre arbitre dans le délai de soixante (60) jours ou à défaut d'entente sur le troisième arbitre dans le délai indiqué, il pourra être demandé par l'une ou l'autre Partie Contractante au Président du Conseil de l'OACI de nommer un ou des arbitres selon le cas.
5. Sauf convention contraire, le tribunal d'arbitrage détermine les limites de sa compétence suivant le présent Accord et établit sa propre procédure.
6. Chaque Partie Contractante s'engage à se conformer à toute décision ou sentence rendue par le tribunal arbitral.
7. 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 20

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 lorsqu'il aura été confirmé par un échange de notes



diplomatiques.

3. Tout amendement de l'Annexe du présent Accord pourra être fait par accord écrit entre les Autorités Aéronautiques des Parties Contractantes.

Article 21 **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 22 **Dénunciation**

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.
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 23 **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 24
Entrée en vigueur

Le présent Accord est provisoirement mis en application à compter du premier janvier 2014 et entre en vigueur définitivement après que les deux Parties Contractantes se seront mutuellement échangées, par la voie diplomatique, les notes confirmant l'achèvement de leurs procédures constitutionnelles pour l'entrée en vigueur de cet Accord.

Le présent Accord abroge et remplace, à partir du 1^{er} janvier 2014, celui signé à Kigali le 6 décembre 1973 entre le Rwanda et le Burundi.

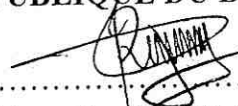
En foi de quoi, les soussignés, dûment autorisés par leurs Gouvernements respectifs, ont signé le présent Accord.

Fait à Kigali, le seizième jour du mois d'août 2013 en deux exemplaires originaux, en langues française et anglaise, les deux textes faisant également foi.

**POUR LE GOUVERNEMENT DE LA
REPUBLIQUE DU RWANDA**


.....
Dr. Alexis NZAHABWANIMANA
Secrétaire d'Etat chargé de Transport
Ministère des Infrastructures.

**POUR LE GOUVERNEMENT DE LA
REPUBLIQUE DU BURUNDI**


.....
Ir. Déogratias RURIMUNZU
Ministre des Transports, des Travaux Publics
et de l'Equipement.

ANNEXE 1

TABEAU DE ROUTES, FREQUENCE ET CAPACITE

1. Tableau des routes

Les compagnies aériennes désignées de chaque Partie Contractante auront le droit d'assurer le transport aérien régulier entre des points des routes suivantes :

a) Routes exploitées par la (les) compagnie(s) désignée(s) de la République du Rwanda:

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

b) Routes exploitées par la (les) compagnie(s) désignée(s) de la République du Burundi :

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

Tout point sur les routes visées ci-dessus pourra, à la discrétion de l'entreprise de transport aérien concernée, être omis sur tous ou n'importe quels vols, pour autant que les services agréés sur ces routes commencent et se terminent sur le territoire du pays désigné par l'entreprise de transport aérien.

2. Fréquence et capacité

Se référant aux dispositions de l'article 9 de l'accord, il n'y aura pas de restrictions en ce qui concerne la fréquence et capacité offertes sur les services de transport aérien de passagers et cargo reliant toute combinaison de paire de villes entre et au-delà des Parties Contractantes.

ANNEXE 2

ARRANGEMENTS DE PARTAGE DE CODES ET COOPERATION ENTRE COMPAGNIES AERIENNES DESIGNEES

1. Pour exploiter ou offrir les services autorisés sur les routes convenues, toute compagnie aérienne désignée d'une Partie Contractante peut conclure des arrangements de commercialisation en coopération notamment en matière de coentreprises, de réservation de capacité et de partage de codes avec :
 - a) une ou plusieurs compagnies aériennes de l'une ou l'autre Partie Contractante ;
 - b) une ou plusieurs compagnies aériennes d'un pays tiers ;sous réserve que toutes les compagnies aériennes qui concluent ces arrangements :
 - i) détiennent les autorisations appropriées;
 - 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 entièrement informés et protégés en ce qui concerne les vols en partage de codes exploités en direction ou en provenance de leurs territoires respectifs et que, au minimum, les renseignements nécessaires soient fournis aux passagers comme suit :
 - a) oralement et par écrit au moment de la réservation ;
 - b) par écrit, sur le billet lui-même et/ou (si ce n'est pas possible) sur l'imprimé de l'itinéraire qui accompagne le billet, ou sur tout autre document remplaçant le billet de passage, comme une confirmation écrite, y compris des renseignements sur la personne à contacter en cas de problème ainsi qu'une indication claire de la compagnie aérienne responsable en cas de dommage ou d'accident ;
 - c) oralement à nouveau, par le personnel au sol de la compagnie aérienne au début de chaque étape du voyage.

ANNEXE 3

DROIT DE TRAFIC DE CINQUIEME LIBERTE

Les compagnies aériennes désignées de chaque Partie Contractante auront le droit sans limites d'exercer des droits de cinquième liberté sur tous les points.

Official Gazette n° Special of 05/04/2017

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 126/01 ryo ku wa 24/02/2017 ryemeza burundu amasezerano ajyanye no gutwara abantu n'ibintu mu kirere yashyiriweho umukono i Kigali, mu Rwanda, ku wa 16 Kanama 2013, hagati ya Repubulika y'u Rwanda na Repubulika y'u Burundi

Kigali, ku wa **24/02/2017**

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
MUREKEZI Anastase
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°126/01 of 24/02/2017 ratifying the air services agreement signed at Kigali, in Rwanda, on 16 August 2013, between the Republic of Rwanda and the Republic of Burundi

Kigali, on **24/02/2017**

(sé)
KAGAME Paul
President of the Republic

(sé)
MUREKEZI Anastase
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°126/01 du 24/02/2017 ratifiant l'accord relatif aux services aériens signé à Kigali, au Rwanda, le 16 août 2013, entre la République du Rwanda et la République du Burundi

Kigali, le **24/02/2017**

(sé)
KAGAME Paul
Président de la République

(sé)
MUREKEZI Anastase
Premier Ministre

Vu et scellé du Sceau de la République:

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

ITEKA RYA PEREZIDA N° 127/01 RYO KU WA 24/02/2017 RYEMEZA BURUNDU AMASEZERANO Y'UBUFATANYE AGAMIJE KURWANYA ITERABWOBA, IBYAHA BYAMBUKIRANYA IMIPAKA N'UBUTAGONDWA HAGATI Y'IBIHUGU BIGIZE UMUHORA WA RUGURU, YASHYIRIWEHO UMUKONO I NAIROBI MURI KENYA, KU WA 06/10/2015	PRESIDENTIAL ORDER N° 127/01 OF 24/02/2017 RATIFYING THE COOPERATION AGREEMENT BETWEEN NORTHERN CORRIDOR MEMBER COUNTRIES IN COMBATING TERRORISM, TRANSNATIONAL CRIMES AND VIOLENT EXTREMISM, SIGNED IN NAIROBI, KENYA, ON 06/10/2015	ARRETE PRESIDENTIEL N° 127/01 DU 24/02/2017 PORTANT RATIFICATION DE L'ACCORD DE COOPERATION ENTRE LES PAYS MEMBRES DU CORRIDOR NORD POUR LUTTER CONTRE LE TERRORISME, LES CRIMES TRANSNATIONAUX ET L'EXTREMISME VIOLENT, SIGNE A NAIROBI, AU KENYA, LE 06/10/2015
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ISHAKIRO

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PRESIDENTIAL ORDER N° 127/01 OF 24/02/2017 RATIFYING THE COOPERATION AGREEMENT BETWEEN NORTHERN CORRIDOR MEMBER COUNTRIES IN COMBATING TERRORISM, TRANSNATIONAL CRIMES AND VIOLENT EXTREMISM, SIGNED IN NAIROBI, KENYA, ON 06/10/2015

ARRETE PRESIDENTIEL N° 127/01 DU 24/02/2017 PORTANT RATIFICATION DE L'ACCORD DE COOPERATION ENTRE LES PAYS MEMBRES DU CORRIDOR NORD POUR LUTTER CONTRE LE TERRORISME, LES CRIMES TRANSNATIONAUX ET L'EXTREMISME VIOLENT, SIGNE A NAIROBI, AU KENYA, LE 06/10/2015

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'ya 176;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;

Dushingiye ku Itegeko n° 22/2016 ryo ku wa 23/05/2016 ryemera kwemeza burundu Amasezerano y'Ubufatanye agamije Kurwanya Iterabwoba, Ibyaha Byambukiranywa Imipaka n'Ubutagondwa hagati y'Ibihugu bigize Umuhora wa Ruguru, yashyiriweho umukono i Nairobi muri Kenya, ku wa 06/10/2015;

Pursuant to Law n° 22/2016 of 23/05/2016 approving ratification of the Cooperation Agreement between Northern Corridor member countries in Combating Terrorism, Transnational Crimes and Violent Extremism, signed in Nairobi, Kenya, on 06/10/2015;

Vu la Loi n° 22/2016 du 23/05/2016 approuvant la ratification de l'Accord de Coopération entre les pays membres du Corridor Nord pour Lutter contre le Terrorisme, les Crimes Transnationaux et l'Extrémisme Violent, signé à Nairobi, au Kenya, le 06/10/2015;

Tumaze kubona Amasezerano y'Ubufatanye agamije Kurwanya Iterabwoba, Ibyaha Byambukiranywa Imipaka n'Ubutagondwa hagati y'Ibihugu bigize Umuhora wa Ruguru, yashyiriweho umukono i Nairobi muri Kenya, ku wa 06/10/2015;

Considering the Cooperation Agreement between Northern Corridor member countries in Combating Terrorism, Transnational Crimes and Violent Extremism, signed in Nairobi, Kenya, on 06/10/2015;

Considérant l'Accord de Coopération entre les pays membres du Corridor Nord pour Lutter contre le Terrorisme, les Crimes Transnationaux et l'Extrémisme Violent, signé à Nairobi, au Kenya, le 06/10/2015;

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Bisabwe na Minisitiri w'Umutekano mu Gihugu;	On proposal by the Minister of Internal Security;	Sur proposition du Ministre de la Sécurité Intérieure;
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 HEREBY ORDER:

AVONS ARRETE ET ARRETONS:

Ingingo ya mbere: Kwemeza burundu

Amasezerano y'Ubufatanye agamije Kurwanya Iterabwoba, Ibyaha Byambukiranya Imipaka n'Ubutagondwa hagati y'Ibihugu bigize Umuhora wa Ruguru, yashyiriweho umukono i Nairobi muri Kenya, ku wa 06/10/2015, ari ku mugereka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Article One: Ratification

The Cooperation Agreement between Northern Corridor member countries in Combating Terrorism, Transnational Crimes and Violent Extremism, signed in Nairobi, Kenya, on 06/10/2015, in annex, is ratified and becomes fully effective.

Article premier: Ratification

L'Accord de Coopération entre les pays membres du Corridor Nord pour lutter contre le Terrorisme, les Crimes Transnationaux et l'Extrémisme Violent, signé à Nairobi, au Kenya, le 06/10/2015, en annexe, est ratifié et sort son plein et entier effet.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane, Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta na Minisitiri w'Umutekano mu Gihugu bashinzwe gushyira mu bikorwa iri teka.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Foreign Affairs and Cooperation, the Minister of Justice/Attorney General and the Minister of Internal Security are entrusted with the implementation of this Order.

Article 2: Autorités chargées de l'exécution du présent arrêté

Le Premier Ministre, le Ministre des Affaires Etrangères et de la Coopération, le Ministre de la Justice/Garde des Sceaux et le Ministre de la Sécurité Intérieure sont chargés de l'exécution du présent arrêté.

Ingingo ya 3: Ivanwaho ry'ingingo zinyuranyije n'iri teka

Ingingo zose z'amateka abanziriza iri kandi zinyuranyije na ryo zivanyweho.

Article 3: Repealing provision

All prior provisions contrary to this Order are repealed.

Article 3: Disposition abrogatoire

Toutes les dispositions antérieures au présent arrêté sont abrogées.

Official Gazette n° Special of 05/04/2017

Ingingo ya 4: Igihe iteka ritangira gukurikizwa

Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Kigali, ku wa 24/02/2017

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
MUREKEZI Anastase
Minisitiri w'Intebe

**Bibonywe kandi bishyizweho Ikirango cya
Repubulika:**

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

Article 4: Commencement

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

Kigali, on 24/02/2017

(sé)
KAGAME Paul
President of the Republic

(sé)
MUREKEZI Anastase
Prime Minister

**Seen and sealed with the Seal of the
Republic:**

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Article 4: Entrée en vigueur

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, le 24/02/2017

(sé)
KAGAME Paul
Président de la République

(sé)
MUREKEZI Anastase
Premier Ministre

Vu et scellé du Sceau de la République:

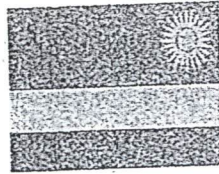
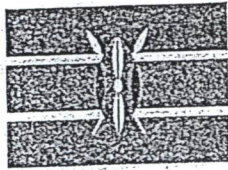
(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

**UMUGEREKA W'ITEKA RYA PEREZIDA
N°127/01 RYO KU WA 24/02/2017 RYEMEZA
BURUNDU AMASEZERANO
Y'UBUFATANYE AGAMIJE KURWANYA
ITERABWOBA, IBYAHA BYAMBUKIRANYA
IMIPAKA N'UBUTAGONDWA HAGATI
Y'IBIHUGU BIGIZE UMUHORA WA
RUGURU, YASHYIRIWEHO UMUKONO I
NAIROBI, MURI KENYA, KU WA 06/10/2015**

**ANNEX TO PRESIDENTIAL ORDER
N°127/01 OF 24/02/2017 RATIFYING THE
COOPERATION AGREEMENT
BETWEEN NORTHERN CORRIDOR
COUNTRIES IN COMBATING
TERRORISM, TRANSNATIONAL
CRIMES AND VIOLENT EXTREMISM,
SIGNED IN NAIROBI, KENYA, ON
06/10/2015**

**ANNEXE A L'ARRETE PRESIDENTIEL
N°127/01 DU 24/02/2017 PORTANT
RATIFICATION DE L'ACCORD DE
COOPERATION ENTRE LES PAYS
MEMBRES DU CORRIDOR NORD POUR
LUTTER CONTRE LE TERRORISME, LES
CRIMES TRANSNATIONAUX ET
L'EXTREMISME VIOLENT, SIGNE A
NAIROBI, AU KENYA, LE 06/10/2015**

ANNEX XI



NORTHERN CORRIDOR INTEGRATION PROJECTS

CO-OPERATION AGREEMENT IN COMBATING
TERRORISM, TRANSNATIONAL ORGANIZED
CRIMES AND VIOLENT EXTREMISM

A stylized signature in black ink, consisting of a large 'O' followed by a series of loops and a final vertical stroke.

A signature in black ink, featuring a horizontal line followed by a large, stylized 'J' or 'R' shape.

PREAMBLE

WHEREAS the Governments of: The Republic of Kenya; The Republic of Rwanda and The Republic of Uganda are committed to fighting Terrorism; Transnational Organized crimes and Combating Violent extremism in the Region;

TAKING COGNIZANCE of the Mutual Peace and Security Pact of the Northern Corridor Integration Projects (NCIP);

DESIRING to establish a framework for co-operation in combating terrorism; transnational organized crimes and violent extremism in the Region; in accordance with Article 3 of the Mutual Peace and Security Pact;

COMMITTED to the promotion of peace, security and stability and good neighborliness among the NCIP Partner States in accordance with the objectives of the Pact;

RECOGNISING the principles of sovereignty, equality, territorial integrity; political independence, good neighbourliness, interdependence, non aggression and non-interference in each Partner State's internal affairs;

CONVINCED that peace, security and strong political relations are critical factors in creating conducive environment for regional co-operation and integration;

CONSCIOUS of the fact that close co-operation, mutual understanding and collaboration in matters of peace and security will be of mutual benefit to the Partner States; and

DESIROUS of establishing and consolidating further ties of friendship and fraternity among Partner States and their relevant institutions;

HEREBY AGREE ON THE FOLLOWING:

Article 1

Interpretation

In this Co-operation Agreement, except where the context otherwise requires, the following terms shall mean;

- a) **Mutual Peace and Security Pact:** the Mutual Peace and Security Pact signed by the Republics of Kenya, Rwanda and Uganda on 20 February 2014, in Kampala Uganda.
- b) **Partner States:** the Partner States signatory to the Mutual Peace and Security Pact.
- c) **Joint operations:** operations involving combined security agencies/ institutions from Partner States aimed at combating terrorism, transnational organized crimes and violent extremism.

Article 2

Objective of the Cooperation Agreement

The objective of this Agreement is to establish a framework for co-operation in combating terrorism; transnational organized crimes and violent extremism among the Partner States within their respective jurisdictions and subject to their national laws and regulations.

Article 3

Combating Terrorist Crimes

Partner States shall co-operate in combating acts of terrorism, within the framework of their respective national laws and policies, through the following:

- a) Conducting joint investigations, surveillance, arrests, prosecution, hot pursuit of persons suspected of committing acts of terrorism, extraditions and exchange of persons suspected of committing acts of terrorism among Partner States. The Host Partner State shall lead any Joint Operations involving these activities.
- b) Develop a watch list of terror suspects and organized crimes that should be regularly shared among partner states.
- c) Enhanced deployment of security personnel at vulnerable and vital installations
- d) Engage and empower local communities and private security companies with self defense tools.
- e) Enhance cooperation in disaster management during and after terrorism incidents.
- f) Build capacity in responding to terrorism incidents through joint training, operations and simulation exercises.
- g) Appoint focal point officers from crime intelligence, crime investigations, counter terrorism, operations to the Regional Counter Terrorism Center to develop a comprehensive, costed and time bound plan and measures to counter terrorism.
- h) Enhance joint counter terrorism operations including specialized training of personnel in counter terrorism, benchmark study visits, training seminars, conferences and mutual assistance in disaster management, search and rescue operations.
- i) Establish an effective co-operation between the concerned agencies and the citizens to combat terrorism.
- j) Provide necessary assistance to victims of terrorism.
- k) Partner states should inform each other immediately on terrorist crimes committed on its territory.

- l) Pledge amongst partners states to co-operate in the exchange of information to combat terrorist crimes.
- m) Develop a joint mechanism to track importation, transportation, storage and disposal of commercial explosives and other hazardous materials.
- n) Develop mechanisms to address movement of security agents across borders of the partner states in performance of their official duties.

Article 4

Combating Transnational Organized Crimes

The Partner States shall co-operate in combating transnational organized crimes, within the framework of their respective national laws and policies, through the following:

- a) Enhance joint countering transnational organized crimes through exchange of information and expertise.
- b) Enhance cooperation in intelligence sharing, investigations and managing transnational organized crimes.
- c) Develop and establish safe, secure and reliable communication mechanisms to facilitate exchange of information.
- d) Strengthen border security, and install appropriate modern technology systems and virtual border control tools on common borders.
- e) Coordinate mechanism to deal with money laundering and financial proceeds to curtail financing terrorism.

Article 5

Combating Violent Extremism

Partner States shall co-operate in combating violent extremism, within the framework of their national laws and policies, through the following:

- a) Develop and establish joint sensitization and public awareness campaigns to counter radicalization and violent extremism within the Region.
- b) Develop mechanisms on the best defense measures against violent extremism among Partner States.
- c) Prevent attacks by individuals or groups recruited by violent extremist organizations, or inspired by violent extremist ideologies.
- d) Support and coordinate efforts to better understand the phenomenon of violent extremism, including assessing the threat it poses to the region as a whole and within specific communities.

- e) Bolster efforts to catalyze and support community-based programs, and strengthen relationships with communities that may be targeted for recruitment by violent extremists;
- f) Detect, deter and disrupt recruitment or individual mobilization through support for local law enforcement programs including information-driven, community-oriented policing efforts, which for decades have proven effective in preventing violent crime.

Article 6

Financing and Implementation

- a) Partner states shall develop strategies for financing and implementing this Agreement.
- b) Under this Agreement, co-operation shall be implemented through NCIP in the Partner States through the designated National focal point officers.
- c) Partner States agree to meet within three months of signing this Agreement in order to develop a strategy and plan of action or further elaborate on the relevant framework for the implementation of this Agreement.
- d) Partner States shall ensure that internal regulatory and any other relevant administrative matters are initiated in their respective States to fast track implementation of provisions of this Agreement.
- e) Partner states shall develop standard operating procedures on counter terrorism; transnational organized crimes and violent extremism.
- f) Stake holders from Partner States responsible for implementation of this agreement shall meet periodically in order to review and monitor progress on reciprocal basis.

Article 7

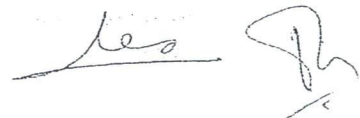
Joint Training and Exercises

- a) Partner States shall undertake joint training and exercises with security forces from all member states and develop sensitization programs for stake holders. Partner States shall follow a similar curriculum to perfect their skills in combating terrorism, transnational organized crimes and violent extremism.
- b) Partner States shall undertake joint command post and field training.



- 5 - | Page

North Corridor Memorandum of Understanding



Article 8

Cooperation with Third Parties

Either of the Party to this Agreement may enter into arrangements with other countries or organizations which are relevant to the implementation of this Agreement provided that such arrangements shall not undermine or be in conflict with this Agreement.

Article 9

Consultation

When necessary, the Partner States shall consult with other regional, continental and global bodies for the purposes of co-ordination and co-operation in line with the provisions of this Agreement.

Article 10

Confidentiality of Information

- a) Partner States agree not to disclose any sensitive and/or classified information obtained during implementation of this Agreement other than to members of their own staff to whom such disclosure is essential for purposes of giving privacy to this Agreement.
- b) Partner States agree and undertake to ensure that the information obtained during the implementation of this Agreement is not used to the detriment of the other.

Article 11

Disputes Settlement

Any dispute which may emerge in connection with the interpretation or application of this Agreement shall be settled by means of consultation and negotiation among the Partner States through diplomatic channels.

Article 12

Amendment

This Agreement may be amended by mutual consent of the Partner States expressed in writing.



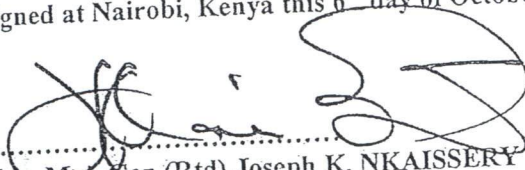
Article 13

Entry into Force

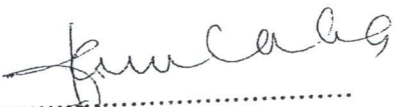
This Agreement shall enter into force upon ratification by the Partner States.

IN WITNESS WHEREOF, the authorized representatives of the Parties have signed this Agreement, in English, on the dates appearing under their respective signatures.

Signed at Nairobi, Kenya this 6th day of October 2015


.....
Hon. Maj. Gen (Rtd) Joseph K. NKAISSERY
For the Republic of Kenya


.....
Hon. Sheikh Mussa Fazil HARERIMANA
For the Republic of Rwanda


.....
Hon. Amb. James BABA
For the Republic of Uganda

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 127/01 ryo ku wa 24/02/2017 ryemera kwemeza burundu Amasezerano y'Ubufatanye agamije Kurwanya Iterabwoba, Ibyaha Byambukiranya Imipaka n'Ubutagondwa hagati y'Ibihugu bigize Umuhora wa Ruguru yashyiriweho umukono i Nairobi, muri Kenya, ku wa 06/10/2015

Kilali, ku wa 24/02/2017

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
MUREKEZI Anastase
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° 127/01 of 24/02/2017 ratifying the Cooperation Agreement between Northern Corridor Member Countries in Combating Terrorism, Transnational Crimes and Violent Extremism signed in Nairobi, Kenya, on 06/10/2015

Kigali, on 24/02/2017

(sé)
KAGAME Paul
President of the Republic

(sé)
MUREKEZI Anastase
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° 127/01 du 24/02/2017 portant ratification de l'Accord de Coopération entre les Pays Membres du Corridor Nord, pour Lutter Contre le Terrorisme, les Crimes Transnationaux et l'Extrémisme Violent, signé à Nairobi, au Kenya, le 06/10/2015

Kigali, le 24/02/2017

(sé)
KAGAME Paul
Président de la République

(sé)
MUREKEZI Anastase
Premier Ministre

Vu et scellé du Sceau de la République:

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

ITEKA RYA PEREZIDA N°128/01 RYO KU
WA 24/02/2017 RYEMEZA BURUNDU
AMASEZERANO Y'UBUFATANYE
HAGATI Y'IBIHUGU BIGIZE UMUHORA
WA RUGURU AGAMIJE
KOHEREREZANYA ABAGORORWA,
YASHYIRIWEHO UMUKONO MU
BUGESERA, MU RWANDA, KU WA
20/11/2015

PRESIDENTIAL ORDER N°128/01 OF
24/02/2017 RATIFYING THE
COOPERATION AGREEMENT
BETWEEN NORTHERN CORRIDOR
MEMBER COUNTRIES, ON THE
TRANSFER OF SENTENCED
PRISONERS/OFFENDERS, SIGNED IN
BUGESERA, RWANDA, ON 20/11/2015

ARRETE PRESIDENTIEL N° 128/01 DU
24/02/2017 PORTANT RATIFICATION DE
L'ACCORD DE COOPERATION ENTRE
LES PAYS MEMBRES DU CORRIDOR
NORD SUR LE TRANSFERT DES
PRISONNIERS CONDAMNES/
CRIMINELS, SIGNE A BUGESERA, AU
RWANDA, LE 20/11/2015

ISHAKIRO

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ITEKA RYA PEREZIDA N°128/01 RYO KU WA 24/02/2017 RYEMEZA BURUNDU AMASEZERANO Y'UBUFATANYE HAGATI Y'IBIHUGU BIGIZE UMUHORA WA RUGURU AGAMIJE KOHEREREZANYA ABAGORORWA, YASHYIRIWEHO UMUKONO MU BUGESERA, MU RWANDA, KU WA 20/11/2015

PRESIDENTIAL ORDER N°128/01 OF 24/02/2017 RATIFYING THE COOPERATION AGREEMENT BETWEEN NORTHERN CORRIDOR MEMBER COUNTRIES, ON THE TRANSFER OF SENTENCED PRISONERS/OFFENDERS, SIGNED IN BUGESERA, RWANDA, ON 20/11/2015

ARRETE PRESIDENTIEL N° 128/01 DU 24/02/2017 PORTANT RATIFICATION DE L'ACCORD DE COOPERATION ENTRE LES PAYS MEMBRES DU CORRIDOR NORD SUR LE TRANSFERT DES PRISONNIERS CONDAMNES/ CRIMINELS, SIGNE A BUGESERA, AU RWANDA, LE 20/11/2015

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;

Dushingiye ku Itegeko n° 23/2016 ryo ku wa 23/05/2016 ryemera kwemeza burundu Amasezerano y'Ubufatanye hagati y'Ibihugu bigize Umuhora wa Ruguru agamije Kohererezanya Abagororwa, yashyiriweho umukono mu Bugesera, mu Rwanda, ku wa 20/11/2016;

Pursuant to Law n° 23/2016 of 23/05/2016 approving ratification of the Cooperation Agreement between Northern Corridor Member Countries on the Transfer of Sentenced Prisoners/offenders, signed in Bugesera, Rwanda, on 20/11/2015;

Vu la Loi n° 23/2016 du 23/05/2016 approuvant la ratification de l'Accord de Coopération entre les pays membres du Corridor Nord sur le Transfert des Prisonniers Condamnés/Criminels, signé à Bugesera, au Rwanda, le 20/11/2015;

Tumaze kubona Amasezerano y'Ubufatanye hagati y'Ibihugu bigize Umuhora wa Ruguru agamije Kohererezanya Abagororwa, yashyiriweho umukono mu Bugesera, mu Rwanda, ku wa 20/11/2016;

Considering the Cooperation Agreement between Northern Corridor Member Countries on the Transfer of Sentenced Prisoners/offenders, signed in Bugesera, Rwanda, on 20/11/2015;

Considérant l'Accord de Coopération entre les pays membres du Corridor Nord sur le Transfert des Prisonniers Condamnés/Criminels, signé à Bugesera, au Rwanda, le 20/11/2015;

Official Gazette n° Special of 05/04/2017

Bisabwe na Minisitiri w'Umutekano mu Gihugu;	On proposal by the Minister of Internal Security;	Sur proposition du Ministre de la Sécurité Intérieure;
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 HEREBY ORDER:	AVONS ARRETE ET ARRETONS:
<u>Ingingo ya mbere:</u> Kwemeza burundu	<u>Article One:</u> Ratification	<u>Article premier:</u> Ratification
Amasezerano y'Ubufatanye agamije Guhererekanya Abagororwa yashyiriweho umukono mu Bugesera, mu Rwanda, ku wa 20/11/2015, ari ku mugereka, yemejwe, burundu kandi atangiye gukurikizwa uko yakabaye.	The Cooperation Agreement on the transfer of sentenced Prisoners/Offenders, signed in Bugesera, the Republic of Rwanda on 20/11/2015, in annex, is ratified and becomes fully effective.	L'Accord de Coopération sur le Transfert des prisonniers Condamnés/Criminels, signé à Bugesera, République du Rwanda, le 20/11/2015, en annexe, est ratifié et sort son plein et entier effet.
<u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka	<u>Article 2:</u> Authorities responsible for the implementation of this Order	<u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté
Minisitiri w'Intebe, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane, Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta na Minisitiri w'Umutekano mu Gihugu bashinzwe gushyira mu bikorwa iri teka.	The Prime Minister, the Minister of Foreign Affairs and Cooperation, the Minister of Justice/Attorney General and the Minister of Internal Security are entrusted with the implementation of this Order.	Le Premier Ministre, le Ministre des Affaires Etrangères et de la Coopération, le Ministre de la Justice/Garde des Sceaux et le Ministre de la Sécurité Intérieure sont chargés de l'exécution du présent arrêté.
<u>Ingingo ya 3:</u> Ivanwaho ry'ingingo zinyuranyije n'iri teka	<u>Article 3:</u> Repealing provision	<u>Article 3:</u> Disposition abrogatoire
Ingingo zose z'amateka abanziriza iri kandi zinyuranyije na ryo zivanyweho.	All prior provisions contrary to this Order are repealed.	Toutes les dispositions antérieures au présent arrêté sont abrogées.

Official Gazette n° Special of 05/04/2017

Ingingo ya 4: Igihe iteka ritangira gukurikizwa

Iri teka ritangira gukurikizwa ku muni ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Kigali, ku wa 24/02/2017

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
MUREKEZI Anastase
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

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

Article 4: Commencement

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

Kigali, on 24/02/2017

(sé)
KAGAME Paul
President of the Republic

(sé)
MUREKEZI Anastase
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Article 4: Entrée en vigueur

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, le 24/02/2017

(sé)
KAGAME Paul
Président de la République

(sé)
MUREKEZI Anastase
Premier Ministre

Vu et scellé du Sceau de la République:

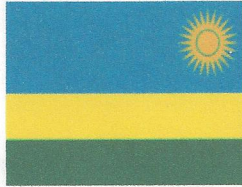
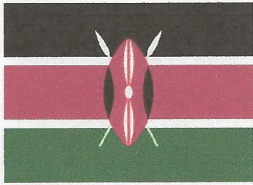
(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA
N°128/01 RYO KU WA 24/02/2017
RYEMEZA BURUNDU AMASEZERANO
Y'UBUFATANYE HAGATI Y'IBIHUGU
BIGIZE UMUHORA WA RUGURU
AGAMIJE KOHEREREZANYA
ABAGORORWA, YASHYIRIWEHO
UMUKONO MU BUGESERA, MU
RWANDA, KU WA 20/11/2015

ANNEX TO PRESIDENTIAL ORDER
N°128/01 OF 24/02/2017 RATIFYING THE
COOPERATION AGREEMENT
BETWEEN NORTHERN CORRIDOR
MEMBER COUNTRIES, ON THE
TRANSFER OF SENTENCED
PRISONERS/OFFENDERS, SIGNED IN
BUGESERA, RWANDA, ON 20/11/2015

ANNEXE A L'ARRETE PRESIDENTIEL
N°128/01 DU 24/02/2017 PORTANT
RATIFICATION DE L'ACCORD DE
COOPERATION ENTRE LES PAYS
MEMBRES DU CORRIDOR NORD SUR
LE TRANSFERT DES PRISONNIERS
CONDAMNES/ CRIMINELS, SIGNE A
BUGESERA, AU RWANDA, LE 20/11/2015

ANNEX III



**NORTHERN CORRIDOR INTEGRATION PROJECTS
PEACE AND SECURITY CLUSTER**

**COOPERATION AGREEMENT ON THE TRANSFER OF SENTENCED
PRISONERS/OFFENDERS**

A handwritten signature in blue ink.

A handwritten signature in blue ink.

A handwritten signature in blue ink.

Preamble

The Government of the Republic of Kenya, the Government of the Republic of Rwanda and the Government of the Republic of Uganda;

Understanding that proper management of correctional services is a key component in effective administration of justice;

Desirous of developing mutual cooperation in the field of correctional services;

Believing that such co-operation should further the ends of justice and the social resettlement of sentenced persons;

Considering that those objectives require that persons who are deprived of liberty as a result of a criminal offence should be given the opportunity to serve sentences within their respective countries.

Convinced that this aim can be best achieved by transferring sentenced prisoners/offenders to their respective countries;

Bearing in mind that full respect for human rights, as laid down in the International Human Rights Standards, should be ensured;

HAVE AGREED on the following:

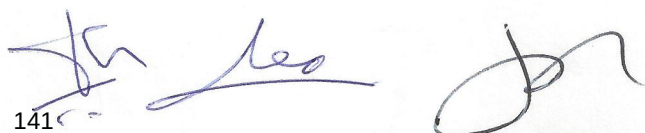
Article 1

Definitions

For the purposes of this Agreement, the following terms would mean:

Partner States means Countries signatory to Northern Corridor Integration Project.

Sentencing State means the country where the prisoner/offender was sentenced.



Administering State means the Country where the prisoner/offender will be transferred to serve the remainder of the sentence.

Conviction means a formal declaration by the verdict of a competent court of law that someone is guilty of a criminal offence.

Intermediary means a person/body who acts on behalf of the prisoner/offender seeking transfer.

Parties means States signatories to the present Agreement;

Sentence means any punishment or measure involving deprivation of liberty ordered by court or tribunal in exercise of its criminal jurisdiction and includes supervision while at liberty on parole or on probation;

Prisoner/offender means a person who is deprived of his/her liberty upon conviction of a crime;

Prison authority means the authorities in charge of prisons and correctional services in the partner states;

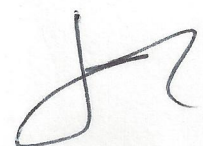
Article 2

General Principles

1. The social resettlement of prisoner/offenders should be promoted by facilitating the return of persons convicted of crimes back to their country of nationality to serve the remaining part of their sentences at the earliest possible stage.

In accordance with the above, the Partner States ("Partner States" / party in singular) will afford each other the widest measure of cooperation within the framework of this Agreement.

2. The transfer of prisoner/offenders under this Agreement shall be effected on the basis of mutual respect for national sovereignty and jurisdiction.



Article 3
Basis of Transfer

The transfer of prisoner/offenders shall only be effected under the agreement on the basis of a final and definitive sentence and where;

1. The offence in respect of which the prisoner/offender was ordered/convicted and sentenced is punishable by both the State in which the prisoner/offender was tried and sentenced ("the Sentencing State") and the State to which the transfer is to be effected ("the administering State") according to their national laws;
2. The prisoner/offender is a national of the Administering State notwithstanding the fact that prisoner/offender may be having dual citizenship;
3. The prisoner/offender is remaining with at least 1 year of the sentence to serve in prison;
4. The Sentencing State shall agree with Administering State on rules governing management of the sentence.
5. Both the Sentencing State and the Administering State agree to the transfer.
6. The grant of amnesty should be done by the sentencing State.
7. The grant and period of parole and other related conditional release shall be agreed to by both sentencing State and administering State.

Article 4
Consent Requirements

1. A transfer may be requested by either the Sentencing State, the Administering State or the prisoner/offender.
2. Where a prisoner/offender to whom this Agreement may apply shall be informed by the Sentencing State of the substance of the Agreement and may submit application for

143 



transfer under the agreement through the responsible authorities. To that end, the responsible authority of the Partner State which receives the application for transfer shall as soon as practicable, forward the application to the responsible authority of the other contracting States.

3. The prisoner/offender shall, before giving his consent to a transfer, be fully informed of the process of such transfer.

4. The Sentencing State shall ensure that the prisoner/offender gives his consent to the transfer voluntarily, in writing and with full knowledge of the legal consequences thereof.

5. In case of the prisoner/offender's incapacity to freely determine his will in view of his age, physical or mental condition, his legal representative or intermediary may consent to the transfer on his behalf.

6. The prisoner/offender shall be informed in writing of any action or decision taken by the Sentencing State, or the Administering State, on an application for transfer within period not exceeding 6 months starting on the date of receipt by competent authority.

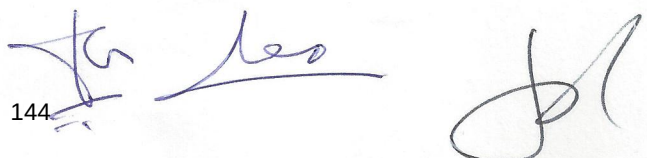
Article 5

Other Requirements

1. The decision whether to transfer a prisoner/offender or not shall be taken without inordinate delay and a response given within 6 months.

2. If the request is denied, the relevant contracting State shall set out its reasons, based on the principles set out in Article 1 and 2, bearing in mind international human rights standards, in its response to the requesting State.

3. No transferred prisoner/offender may be tried again in the Administering State for an offence arising out of the facts in respect of which he was convicted and sentenced in the Sentencing State.



Article 6

Implementing Authorities

The authorities responsible for the implementation of this Agreement shall be Ministries Responsible for Prisons/Correctional Services, Attorney Generals and Ministries of Foreign Affairs of the Partner States.

Article 7

Requisite Information

1. For the purposes of enabling a decision to be made on a request or an application under this Agreement, the Sentencing State shall send the following information and documents to the Administering State, unless either Partner State has already decided that it will not agree to the transfer;
 - a. The name, sex, marital status, profession, date and place of birth of the prisoner/offenders or, if the date of birth is not known, their approximate age;
 - b. Address, if any, in the administering State;
 - c. A certified copy of the judgment and a copy or account of the Law on which it is based;
 - d. The nature, duration and date of commencement of sentence;
 - e. Certified copies of the Prisoner/offender's Rehabilitation Progress Report and any medical or character report on the prisoner/offender which should include, information about his treatment in the Sentencing State and any recommendation for his further treatment in the Administering State;
 - f. Any other information which the Administering State may specify as required in all cases to enable it to consider notifying the Sentencing State of the full consequences of transfer for the prisoner/offender under its law.

2. The Administering State shall send to the Sentencing State a document or statement indicating whether the prisoner/offender satisfied the requirements of Article 3.
3. Except as provided in paragraph 1 (c) & (e) above, documents sent in accordance with this agreement need not be certified.
4. The Administering State shall provide information to the Sentencing State regarding interpretation and compatibility of the sentence in its legal frame work.

Article 8

Continued Enforcement

1. The administering state shall at the time of making the request for a transfer assure the Sentencing State that the sentence of the Prisoner/offender will be continued in conformity with the laws of the Sentencing State.
2. The competent authorities of the Administering State shall continue the enforcement of the sentence immediately;
3. The Administering State shall be bound by the legal Nature and duration of the sentence as determined by the Sentencing State.
4. The Administering State shall be bound by the findings of facts as they appear from the Judgment imposed in the Sentencing State.
5. The period of deprivation of liberty already served by the sentenced person in either State shall be fully deducted from the final sentence.
6. A transfer shall in no case lead to an aggregation of the sanctions imposed on a prisoner/offender.
7. Any cost incurred in the course of or as a result of a transfer and related to travel shall be borne by the Administering State, unless otherwise agreed by both parties.



Article 9

Transit

If two Partner States enter into arrangement for transfer of sentenced persons, the other Partner State shall cooperate in facilitating the transit through its territory of sentenced persons being transferred pursuant to such arrangements, except that it may refuse to grant transit to any sentenced person who is its own national.

The Partner State intending to make such a transfer shall give in advance notice to the other Partner State of such transit.

Article 10

Law Applicable in Enforcement

1. The enforcement of sentence shall be governed by the law of the Administering State.
2. The Sentencing State alone shall be competent to revise the judgment, to grant pardon, parole, amnesty or commutation of sentence in accordance with its Constitution or other laws.
3. The Administering State shall terminate enforcement of the sentence as soon as it is informed by the Sentencing State of any decisions or measures as a result of which the Sentence ceases to be enforceable.
4. The Administering State shall notify the Sentencing State;
 - a) When it considers enforcement of the sentence to have been completed, and such notification will have the effect of discharging that sentence in the Sentencing State;
 - b) If the prisoner/offender escapes from custody before enforcement of the sentence has been completed;
 - c) If the prisoner/offender dies away in custody before the sentence period;



d) The Sentencing State may, at any time, request a special report from the Administering State concerning the enforcement of the sentence.

Article 11

Subject of this Agreement

1. The Agreement shall be applicable to the enforcement of sentences imposed either before or after the entry into force.
2. This Agreement shall apply to State Parties that have endorsed the agreement.

Article 12

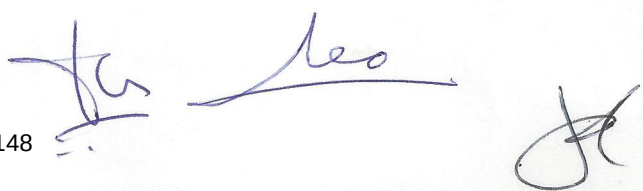
Amendment

Any partner state may initiate proposal for amendments by a written notice of intent to other parties. Within 60 days of receipt of the notice each party will provide written view on the proposed amendments to all parties. Within 90 days parties will organize meeting to discuss and adopt or reject the proposal.

Article 13

Dispute Resolution

Any dispute between the parties concerning the interpretation and/or implementation of the present agreement shall be settled amicably through consultations and negotiations.

Three handwritten signatures in blue ink are located at the bottom of the page. The first signature on the left is stylized and appears to be 'JL'. The second signature in the middle is a long, horizontal stroke with a small loop at the end, possibly 'Leo'. The third signature on the right is a more complex, cursive signature.

Article 14
Termination

A Partner State may terminate this agreement by a written advance notice of 6 months to other parties.

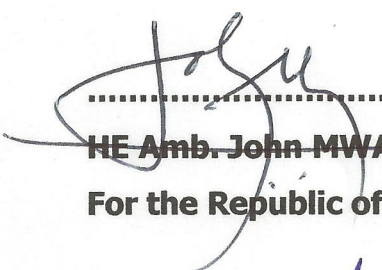
Termination shall take effect six months after the date on which notification is received by the parties being notified. Parties will agree on the way forward for any ongoing activities subject to present agreement.

Article 15
Entry into Force

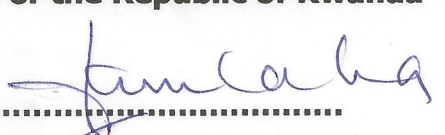
This agreement shall enter into force upon ratification by partner States.

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

Signed at Bugesera, Rwanda this 20th day of November 2015


.....
HE Amb. John MWANGEMI
For the Republic of Kenya


.....
Hon. Sheikh Mussa Fazil HARERIMANA
For the Republic of Rwanda


.....
Hon. Amb. James BABA
For the Republic of Uganda



Official Gazette n° Special of 05/04/2017

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n°128/01 ryo ku wa 24/02/2017 ryemeza burundu Amasezerano y'Ubufatanye hagati y'Ibihugu bigize Umuhora wa Ruguru agamije Kohererezanya Abagororwa, yashyiriweho umukono mu Bugesera, mu Rwanda, ku wa 20/11/2015

Seen to be annexed to Presidential Order n° 128/01 of 24/02/2017 ratifying the Cooperation Agreement between Northern Corridor Member Countries on the Transfer of Sentenced Prisoners/Offenders, signed in Bugesera, Rwanda on 20/11/2015

Vu pour être annexé à l'Arrêté Présidentiel n° 128/01 du 24/02/2017 portant ratification de l'Accord de Coopération entre les Pays Membres du Corridor Nord sur le Transfert des Prisonniers Condamnés/Criminels, signé à Bugesera, au Rwanda, le 20/11/2015

Kigali, ku wa 24/02/2017

Kigali, on 24/02/2017

Kigali, le 24/02/2017

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
KAGAME Paul
President of the Republic

(sé)
KAGAME Paul
Président de la République

(sé)
MUREKEZI Anastase
Minisitiri w'Intebe

(sé)
MUREKEZI Anastase
Prime Minister

(sé)
MUREKEZI Anastase
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

Seen and sealed with the Seal of the Republic:

Vu et scellé du Sceau de la République:

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

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

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

AMABWIRIZA YA MINISITIRI
N°001/17/10/TC YO KU WA 04/04/2017
AGENA AMAFARANGA NTARENGWA
YISHYURWA IHOTELI IGIHE
UMUSENATERI CYANGWA
UMUDEPITE ARAYE MU BUTUMWA
BW'AKAZI IMBERE MU GIHUGU

MINISTERIAL INSTRUCTIONS
N°001/17/10/TC OF 04/04/2017
DETERMINING MAXIMUM
ALLOWANCES PAID TO A HOTEL
FOR A SENATOR OR A DEPUTY
WHO SPENDS THE NIGHT ON
OFFICIAL MISSION INSIDE THE
COUNTRY

INSTRUCTIONS MINISTERIELLES
N° 001/17/10/TC DU 04/04/2017
DETERMINANT LE PLAFOND DES
INDEMNITES PAYABLES A UN
HOTEL POUR UN SENATEUR OU UN
DEPUTE QUI PASSE LA NUIT EN
MISSION OFFICIELLE A
L'INTERIEUR DU PAYS

ISHAKIRO

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AMABWIRIZA YA MINISITIRI N°001/17/10/TC YO KU WA 04/04/2017 AGENA AMAFARANGA NTARENGWA YISHYURWA IHOTELI IGIHE UMUSENATERI CYANGWA UMUDEPITE ARAYE MU BUTUMWA BW'AKAZI IMBERE MU GIHUGU	MINISTERIAL INSTRUCTIONS N°001/17/10/TC OF 04/04/2017 DETERMINING MAXIMUM ALLOWANCES PAID TO A HOTEL FOR A SENATOR OR A DEPUTY WHO SPENDS THE NIGHT ON OFFICIAL MISSION INSIDE THE COUNTRY	INSTRUCTIONS MINISTERIELLES N° 001/17/10/TC DU 04/04/2017 DETERMINANT LE PLAFOND DES INDEMNITES PAYABLES A UN HOTEL POUR UN SENEATEUR OU UN DEPUTE QUI PASSE LA NUIT EN MISSION OFFICIELLE A L'INTERIEUR DU PAYS
Minisitiri w'Imari n'Igenemigambi;	Minister of Finance and Economic Planning;	Le Ministre des Finances et de la Planification Economique;
Ashingiye ku Iteka rya Perezida n° 92/01 ryo ku wa 18/06/2014 rigena ingano y'imishahara n'ibindi bigenerwa Abanyapolitiki Bakuru b'Igihugu n'uburyo bitangwa, cyane cyane mu ngingo zaryo iya 10 n'iya 11;	Pursuant to the Presidential Order n° 92/01 of 18/06/2014 determining the amount of salaries and other fringe benefits to State High Political Leaders and modalities of their allocation, especially in Articles 10 and 11;	Vu l'Arrêté Présidentiel n° 92/01 du 18/06/2014 déterminant le montant des salaires et autres avantages accordés aux Hauts Mandataires Politiques de l'Etat et les modalités de leur allocation, spécialement en ses articles 10 et 11;
Asubiye ku Mabwiriza ya Minisitiri n° 004/08/10/Min yo ku wa 01/09/2008 yerekeye amafaranga nterengwa agenerwa Abasenateri n'Abadepite baraye mu butumwa imbere mu Gihugu;	Having reviewed Ministerial Instructions n° 004/08/10/Min of 01/09//2008 relating to the maximum allowances allocated to Senators and Deputies on official mission inside the country;	Revu les Instructions Ministérielles n° 004/08/10/Min du 01/09//2008 relatives au plafond des indemnités alloués aux Sénateurs et Députés en mission officielle à l'intérieur du pays;
Amaze kubyumvikanaho na Minisitiri ufite Abakozi ba Leta mu nshingano ze;	After consulting the Minister in charge of public service;	Après consultation avec le Ministre ayant la fonction publique dans ses attributions;
ATANZE AMABWIRIZA AKURIKIRA:	ISSUES THE FOLLOWING INSTRUCTIONS:	EMET LES INSTRUCTIONS SUIVANTES:

Ingingo ya mbere: icyo aya mabwiriza agamije

Aya mabwiriza agena amafaranga ntarengwa yishyurwa ihoteli igihe Umusenateri cyangwa Umudepite araye mu butumwa bw'akazi imbere mu gihugu.

Article One: Purpose of these instructions

These Instructions determine maximum allowances paid to a hotel for a Senator or a Deputy who spends the night on official mission inside the country.

Article premier: Objet des présentes instructions

Les présentes instructions déterminent le plafond des indemnités payables à un hôtel pour un Sénateur ou un Député qui passe la nuit en mission officielle à l'intérieur du pays.

Ingingo ya 2: Amafaranga ntarengwa

Amafanga ntarengwa yishyurwa ihoteli kuri buri Musenateri cyangwa Umudepite uraye mu butuma bw'akazi, akubiyemo ay'icumbi, ifunguro rya n'ijoro n'irya mugitondo, agaragara mu mbonerahamwe iri ku mugereka w'aya mabwiriza.

Article 2: Maximum allowances

Maximum allowances paid to a hotel for a Senator or Deputy who spends the night on official mission, including the cost of accommodation, dinner and breakfast, are in the annex of these Instructions.

Article 2: Plafond des indemnités

Le plafond des indemnités payées à un hôtel pour un Sénateur ou Député qui passe la nuit en mission officielle, incluent le coût de l'hébergement, du dîner et du petit-déjeuner, sont en annexe des présentes instructions.

Ingingo ya 3: Uburyo bwo kwishyura

Amafanga avugwa mu ingingo ya 2 y'aya mabwiriza yishyurwa hakoreshejwe ifatabuguzi ry'Umutwe w'Inteko Ishinga Amategeko bireba.

Article 3: Payment modalities

Allowances referred to in Article 2 of these Instructions are paid using a purchase order by the relevant Chamber of the Parliament.

Article 3: Mode de paiement

Les indemnités visées à l'article 2 des présentes instructions sont payées sur bon de commande par la Chambre concernée du Parlement.

Ingingo ya 4: Ivanwaho ry'ingingo zinyuranyije n'aya mabwiriza

Amabwiriza ya Minisitiri n° 004/08/10/Min y'ubuho ku wa 01/09/2008 yerekeye amafanga ntarengwa agenerwa Abasenateri n'Abadepite baraye mu butumwa imbere mu Gihugu n'andi

Article 4: Repealing provision

Ministerial Instructions n° 004/08/10/Min of 01/09//2008 relating to the maximum allowances allocated to Senators and Deputies on official mission inside the

Article 4: Disposition abrogatoire

Les Instructions Ministérielles n° 004/08/10/Min du 01/09//2008 relatives au plafond des indemnités alloués aux Sénateurs et Députés en mission officielle à l'intérieur du pays, ainsi que toutes les

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mabwiriza abanziriza aya kandi anyuranyije na yo avanyweho.

country and all other prior Instructions contrary to these Instructions are repealed.

autres instructions antérieures contraires aux présentes instructions sont abrogées.

Ingingo ya 5: Igihe aya mabwiriza atangira gukurikizwa

Article 5: Commencement

Article 5: Entrée en vigueur

Aya mabwiriza atangira gukurikizwa ku muni atangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

These Instructions come into force on the date of their publication in the Official Gazette of the Republic of Rwanda.

Les présentes instructions entrent en vigueur le jour de leur publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 04/04/2017

Kigali, on 04/04/2017

Kigali, le 04/04/2017

(sé)
GATETE Claver
Minisitiri w'Imari n'Igenamigambi

(sé)
GATETE Claver
Minister of Finance and Economic
Planning

(sé)
GATETE Claver
Ministre des Finances et de la
Planification Economique

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UMUGEREKA W'AMABWIRIZA YA MINISITIRI N° 001/17/10/TC YO KU WA 04/04/2017 AGENA AMAFARANGA NTARENGWA YISHYURWA IHOTELI IGIHE UMUSENATERI CYANGWA UMUDEPITE ARAYE MU BUTUMWA BW'AKAZI IMBERE MU GIHUGU	ANNEX TO MINISTERIAL INSTRUCTIONS N° 001/17/10/TC OF 04/04/2017 DETERMINING MAXIMUM ALLOWANCES PAID TO A HOTEL FOR A SENATOR OR A DEPUTY WHO SPEND THE NIGHT ON OFFICIAL MISSION INSIDE THE COUNTRY	ANNEXE AUX INSTRUCTIONS MINISTERIELLES N° 001/17/10/TC DU 04/04/2017 DETERMINANT LE PLAFOND DES INDEMNITES PAYABLES A UN HOTEL POUR UN SENATEUR OU UN DEPUTE QUI PASSE LA NUIT EN MISSION OFFICIELLE A L'INTERIEUR DU PAYS
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AMAFARANGA NTARENGWA YISHYURWA HOTELI IGIHE UMUSENATERI CYANGWA UMUDEPITE ARAYE MU BUTUMWA BW'AKAZI IMBERE MU GIHUGU KU MUNSI UMWE	MAXIMUM ALLOWANCES PAID PER DAY TO A HOTEL FOR A SENATOR OR A DEPUTY WHO SPEND THE NIGHT ON OFFICIAL MISSION INSIDE THE COUNTRY	PLAFOND DES INDEMNITES PAYABLES PAR JOUR A UN HOTEL POUR UN SENATEUR OU UN DEPUTE QUI PASSE LA NUIT EN MISSION OFFICIELLE A L'INTERIEUR DU PAYS
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Zone 4 Gasabo, Kicukiro, Nyarugenge, Rubavu, Nyabihu na Musanze.	Zone 3 Huye, Rusizi, Nyamasheke, Karongi na Bugesera.	Zone 2 Rwamagana, Nyagatare, Kayonza, Gicumbi, Muhanga, Nyanza na Nyamagabe.	Zone 1 Kirehe, Gakenke, Burera, Rutsiro, Ngororero, Gatsibo, Rulindo, Kamonyi, Gisagara, Ngoma, Ruhango na Nyaruguru.
62.803 FRW	55.545 FRW	43.534 FRW	42.390 FRW

Bibonywe kugira ngo bishyirwe ku mugereka w'Amabwiriza ya minisitiri n° 001/17/10/TC yo ku wa 04/04/2017 akena amafaranga ntarengwa yishyurwa ihoteli igihe Umusenateri cyangwa Umudepite araye mu butumwa bw'akazi imbere mu gihugu	Seen to be annexed to Ministerial Instructions n° 001/17/10/TC of 04/04/2017 determining maximum allowances paid to a hotel for a Senator or a Deputy who spend the night on official mission inside the country	Vu pour être annexe aux Instructions Ministérielles n°001/17/10/TC du 04/04/2017 déterminant le plafond des indemnités payables à un hôtel pour un Sénateur ou un Député qui passe la nuit en mission officielle à l'intérieur du pays
(sé) GATETE Claver Minisitiri w'Imari n'Igenamigambi	(sé) GATETE Claver Minister of Finance and Economic Planning	(sé) GATETE Claver Ministre des Finances et de la Planification Economique