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<p>iya 90, iya 91, iya 93, iya 106, iya 120, iya 122, iya 167, iya 168 n'iya 176;</p> <p>Imaze gusuzuma amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Leta ya <i>Kuwait</i> na Guverinoma ya Repubulika y'u Rwanda, yakorewe i Montreal muri Canada, ku wa 26 Nzeri 2019;</p> <p>YEMEJE:</p> <p><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</p> <p>Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Leta ya <i>Kuwait</i> na Guverinoma ya Repubulika y'u Rwanda, yakorewe i Montreal muri Canada, ku wa 26 Nzeri 2019, ari ku mugereka, yemerewe kwemezwa burundu.</p> <p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p> <p>Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.</p>	<p>90, 91, 93, 106, 120, 122, 167, 168 and 176;</p> <p>After consideration of the Air Services Agreement between the Government of the State of Kuwait and the Government of the Republic of Rwanda, done in Montréal in Canada, on 26 September 2019;</p> <p>ADOPTS:</p> <p><u>Article One:</u> Approval for ratification</p> <p>The Air Services Agreement between the Government of the State of Kuwait and the Government of the Republic of Rwanda, done in Montreal in Canada, on 26 September 2019, in annex, is approved for ratification.</p> <p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p> <p>This Law was drafted in English, considered and adopted in Ikinyarwanda.</p>	<p>Après examen de l'Accord sur les services aériens entre le Gouvernement de l'État du Koweït et le Gouvernement de la République du Rwanda, fait à Montréal au Canada, le 26 septembre 2019;</p> <p>ADOPTE:</p> <p><u>Article premier:</u> Approbation pour ratification</p> <p>L'Accord sur les services aériens entre le Gouvernement de l'État du Koweït et le Gouvernement de la République du Rwanda, fait à Montréal au Canada, le 26 septembre 2019, en annexe, est approuvé pour ratification.</p> <p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p> <p>La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.</p>
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<u>Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa</u>	<u>Article 3: Commencement</u>	<u>Article 3: Entrée en vigueur</u>
Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, 04/02/2021

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

<p>UMUGEREKA W'ITEGEKO N° 001 ter/2021 RYO KU WA 04/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA LETA YA KUWAIT NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YAKOREWE I MONTREAL, MURI CANADA, KU WA 26 NZERI 2019</p>	<p>ANNEX TO LAW N° 001 ter/2021 OF 04/02/2021 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE STATE OF KUWAIT AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, DONE IN MONTREAL, IN CANADA, ON 26 SEPTEMBER 2019</p>	<p>ANNEXE A LA LOI N° 001 ter/2021 DU 04/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE L'ÉTAT DU KOWEÏT ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, FAIT À MONTRÉAL, AU CANADA, LE 26 SEPTEMBRE 2019</p>
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AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE
STATE OF KUWAIT

AND

THE GOVERNMENT OF THE
REPUBLIC OF RWANDA

**AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF THE STATE OF KUWAIT
AND
THE GOVERNMENT OF THE REPUBLIC OF RWANDA**

The Government of the State of Kuwait and the Government of the Republic of Rwanda, hereinafter called the Contracting Parties,

Desiring to foster the development of Air Services between the State of Kuwait and the Republic of Rwanda and to promote in the greatest possible measure international co-operation in this field,

Desiring to apply to these services the principles and provisions of the Convention on International Civil Aviation and of the International Air Services Transit Agreement opened for signature at Chicago on the seventh day of December 1944,

Have agreed as follows:

**Article 1
DEFINITIONS**

For the purpose of this Agreement, unless the text otherwise requires: -

- a) **"The Convention"** means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944, and includes any annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof so far as these Annexes and amendments have been adopted by both Contracting Parties;
- b) **"Agreement"** means this Agreement, the Annex attached thereto, and any modifications to the Agreement or to the Annex;
- c) **"Aeronautical Authorities"** means in the case of the State of Kuwait, the Directorate General of Civil Aviation, in the case of the Republic of Rwanda, Rwanda Civil Aviation Authority, or in both cases any other person or agency authorised to perform the functions exercised at present by the said authorities;

- d) **"Designated Airline"** means any airline that one 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 the agreed air services on the routes specified in accordance with Article 2 of this Agreement;
- e) **"Territory" "Air Service" "International Air Service" "Stop For Non Traffic Purposes" and "Airline"** shall for the purpose of this Agreement, have the meaning laid down in Articles 2 and 96 of the Convention;
- f) **"Capacity"** means: -
 - I) in relation to an aircraft, the payload of that aircraft available on a route or a section of a route.
 - II) in relation to a specified air service, the capacity of the aircraft used on such service multiplied by the frequency operated by such aircraft over a given period on a route or a section of a route.
- g) **"Tariff"** means the prices to be paid for the carriage of passengers, baggage and freight and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail;
- h) **"Schedule"** means the route schedule annexed to this Agreement or as amended in accordance with the provisions of paragraph (3) of Article 16 of this Agreement. The Schedule forms an integral part of this Agreement and all references to the Agreement shall include reference to the Schedule except where provided in this Agreement.
- i) **"User Charge"** means a charge made to airlines for the provision of airport, air navigation or aviation security property, or facilities.

Article 2 GRANT OF RIGHTS

- 1) Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement to enable its designated airline(s) to establish and operate international air services on the routes specified in the appropriate section of the Schedule thereto (hereinafter called "**AGREED SERVICES**" and "**SPECIFIED ROUTES**" respectively).
- 2) Subject to the provisions of this Agreement, the designated airline(s) of each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following privileges:
 - a) To fly without landing across the territory of the other Contracting Party,
 - b) To make stops in the said territory for non-traffic purposes, and
 - c) To make stops in the said territory at the point or points specified for that route in the Schedule for the purpose of discharging and of taking on international traffic in passengers, mail and cargo.
- 3) Nothing in paragraph 1 of this Article shall be deemed to confer on a designated airline(s) of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo and mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

Article 3
DESIGNATION AND AUTHORISATION

- 1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party an airline or airlines for the purpose of operating the agreed services on specified routes.
- 2) The agreed services on the specified routes may be started at any time, provided:
 - a) The Contracting Party to whom the rights specified in Article 2 of this Agreement have been granted, has designated an airline or airlines in writing, and
 - b) The Contracting Party granting these rights has authorized the designated airline(s) to initiate the air services.
- 3) The Contracting Party granting these rights shall, subject to the provisions of paragraphs (4) and (5) of this Article, give without undue delay the said authorization to operate the agreed services, provided that a tariff in respect of the agreed services shall have been established in accordance with the provisions of Article 13 of this Agreement.
- 4) The airline (s) designated by either Contracting Party may be required to satisfy the other Contracting Party that it is qualified to fulfill the conditions prescribed by the laws and regulations normally and reasonably applied by this Contracting Party to the operation of international air services in conformity with the provisions of the Convention.
- 5) Each Contracting Party may withhold the exercise of the privileges provided for in Article 2 of this Agreement from an airline designated by the other Contracting Party if such airline is not able to prove upon request that substantial ownership and effective control of such airline are vested in the Contracting Party designating the airline or in its nationals or corporations.

Article 4
REVOCATION, LIMITATION AND IMPOSITION
OF CONDITIONS

- 1) Each Contracting Party shall have the right to suspend the exercise by the designated airline(s) of the other Contracting Party of the privileges specified in Article 2 of this Agreement or to impose such conditions as it may deem necessary on the exercise by that airline(s) of those privileges where the airline(s) fails to comply with the laws or regulations of the Contracting Party granting those privileges or otherwise fails to operate in accordance with the conditions prescribed in this Agreement; provided that, unless immediate suspension or imposition of conditions is considered necessary to prevent further infringement of laws or regulations or is in the interest of aviation safety, such right shall be exercised only after consultation with the other Contracting Party in accordance with Article 16 of this Agreement.
- 2) In the event of action by one Contracting Party under this Article, the other rights of both Contracting Parties shall not be prejudiced.

Article 5
AIRPORTS AND FACILITY USER CHARGES

Each of the Contracting Parties may impose and/or permit to be imposed just and reasonable charges for the use of airports and other facilities under its control.

The Charges imposed in the territory of either Contracting Party for the use of airports and other aviation facilities on the aircraft of the designated airline(s) of the other Contracting Party shall not be higher than those imposed on aircraft of the national airline(s) engaged in similar international air services.

Article 6
EXEMPTIONS FROM CUSTOM DUTIES
AND OTHER CHARGES

- 1) Aircraft operated on international air services by the designated airline(s) of one Contracting Party, as well as their regular equipment, spare parts, supplies of fuels and lubricants and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.
- 2) Supplies of fuels, lubricants, spare parts, regular equipment and aircraft stores introduced in the territory of each Contracting Party or on behalf of the designated airline(s) of the other Contracting Party or taken on board the aircraft operated by such designated airline(s) and intended solely for use in the operation of international air services shall be exempt from all national duties and charges, including customs duties and inspection fees imposed in the territory of the first Contracting Party, even when those supplies are to be used on the parts of the journey performed over the territory of the Contracting Party in which they are taken on board. The materials referred to above may be required to be kept under customs supervision or control.
- 3) The regular airborne equipment, spare parts, aircraft stores and supplies of fuels and lubricants retained on board the aircraft of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that Contracting Party, who may require that those materials be placed under their supervision up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.
- 4) Moveable properties of the designated airline(s) of one Contracting Party such as office equipment, stationery, travel documents including airline tickets, airway bills as well as publicity material and give-away items, introduced in the territory of the other Contracting Party shall be exempt from all customs duties, inspection fees and other duties or taxes.

Article 7
FINANCIAL PROVISIONS

Either Contracting Party undertakes to grant the designated airline(s) of the other Contracting Party the right of free transfer, at the official rate of exchange, of the excess of receipts over expenditure achieved in its territory in connection with the carriage of passengers, baggage, mail shipments and freight by the designated airline(s) of the other Contracting Party. Whenever the payments system between the Contracting Parties is governed by a special agreement, that agreement shall apply.

Article 8

TECHNICAL AND COMMERCIAL REPRESENTATION

- 1) The designated airline(s) of one Contracting Party shall have the right to maintain its own representation in the territory of the other Contracting Party.
- 2) The designated airline(s) of one Contracting Party may, in accordance with the laws and regulations of the other Party relating to entry, residence and employment, bring in and maintain in the territory of the other Contracting Party managerial sales, technical, operational and other specialist staff required for the provision of air services.
- 3) In case of nomination of a general agent or general sales agent, this agent shall be appointed in accordance with the relevant applicable laws and regulations of each Contracting Party.
- 4) In accordance with the national laws and regulations applicable at each Contracting Party, each designated airline shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party directly or through its agents and any person shall be able to purchase such transportation.

Article 9
ENTRY AND CLEARANCE REGULATIONS

- 1) The laws, rules and regulations in force at one Contracting Party relating to entry into or departure from its territory of passengers, crew, cargo and mail of aircraft (such as regulation relating to entry, clearance, immigration, passports, customs and quarantine) shall be applicable to the passengers, crew, cargo and mail of the aircraft of an airline designated by the other Contracting Party while in the territory of the first Contracting Party.
- 2) The laws and regulations of a Contracting Party relating to the admission to, stay in, or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of both Contracting Parties without distinction as to nationality, and shall be complied with by such aircraft upon entering or departing from or while within the territory of that Contracting Party.
- 3) Passengers, baggage, cargo and mail in transit across the territory of a Contracting Party shall be subject to a simplified form of customs and/or immigration control. Baggage, cargo and mail shall be exempt from customs duties, inspection fees and other national duties and charges if in direct transit.

Article 10 FAIR COMPETITION AMONG AIRLINES

- 1) There shall be fair and equal opportunity for the designated airline(s) of each Contracting Party to operate the agreed services on any specified route in accordance with Article 2 of this Agreement between their respective territories.
- 2) In the operation of the agreed services on the specified routes in accordance with Article 2 of this Agreement, the designated airline(s) of either Contracting Party shall take into account the interests of the designated airline(s) of the other Contracting Party so as not to affect unduly the air services which the latter airline operates over the whole routes or parts thereof.
- 3) The agreed services provided by a designated airline shall retain, as their primary objective, the provision, at a reasonable load factor, of capacity adequate to meet the current and reasonably anticipated requirements for the carriage of passengers, mail and cargo, originating from or destined for the territory of the Contracting Party designating the airline. The right of the designated airline(s) of either Contracting Party to embark or to disembark at the point in the territory of the other Contracting Party international traffic destined for or coming from third countries shall be in accordance with the principles that such traffic will be of a supplementary character and capacity shall be related to:
 - a) Traffic demands between the territory of the Contracting Party designating the airline(s) and the points on the specified routes;
 - b) traffic requirements of the areas through which the airline passes, after taking account of other air services operated by the airlines of the states comprising the area, and
 - c) the requirements of through airline operation.
- 4) Each Contracting Party shall allow the Designated Airlines to determine the capacity and the number of frequencies to be operated based upon commercial consideration in the market place. Consistent with this right, neither Contracting Party shall unilaterally limit the volume of traffic, frequencies nor regularity of service or the aircraft type(s) operated by the designated airlines of the other Contracting Party, except as may be required for customs, technical, operational or environmental requirements under uniform conditions consistent with Article 15 of the Convention.

Article 11
APPROVAL OF FLIGHT SCHEDULES

- 1) The designated airlines shall communicate to the Aeronautical Authorities of the Contracting Parties not later than thirty days prior to the initiation of the agreed services on the specified routes in accordance with Article 2 of this Agreement, the type of service, the types of aircraft to be used and the flight schedules. This shall likewise apply to later changes as well as before each summer and winter schedule.
- 2) The Aeronautical Authorities receiving such flight schedules shall normally approve the schedules or suggest modifications thereto. In any case the designated airlines shall not commence their services before the schedules are approved by the Aeronautical Authorities concerned. This provision shall likewise apply to later changes.

Article 12
INFORMATION AND STATISTICS

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 for information purposes. Such data shall include all information required to determine the amount of traffic carried.

Article 13

ESTABLISHMENT OF TARIFFS

- 1) The tariffs on any agreed service shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit, the characteristics of each service and the tariffs charged by other airlines.
- 2) The tariffs referred to in paragraph 1 of the this Article shall, if possible, be established by mutual agreement between the designated airlines of both Contracting Parties in consultation with the other airlines operating over the whole or part of the same route. The designated airlines shall, wherever possible, reach such an agreement through the rate-fixing machinery of the International Air Transport Association or such other similar International organization.
- 3) The tariffs so agreed shall be subject to the approval of the aeronautical authorities of the Contracting Parties and shall be submitted to them at least thirty (30) days before the proposed date of their introduction. In special cases, this time limit may be reduced, subject to the agreement of the said authorities.
- 4) If the designated airlines cannot agree, or if the tariffs are not approved by the aeronautical authorities of one Contracting Party, the aeronautical authorities of both Contracting Parties shall endeavor to determine the tariffs by mutual agreement.
- 5) In default of such agreement the dispute shall be submitted to arbitration as provided for in Article 17 of the present Agreement.
- 6) The tariffs already established shall remain in force until new tariffs have been fixed in accordance with the provisions of this Article or Article 22 of the present Agreement.

Article 14

AVIATION SAFETY

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

The Contracting Party carrying out the inspection shall, for the purposes

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

- 5) In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the airline(s) of one Contracting Party in accordance with paragraph 3 of this Article above is denied by the representative of that airline, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph 4 of this Article above arise and draw the conclusions referred in that paragraph.
- 6) Each Contracting Party reserves the right to suspend or vary the operating authorization of an airline of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.
- 7) Any action by one Contracting Party in accordance with paragraphs 2 or 6 of this Article above shall be discontinued once the basis for the taking of that action ceases to exist.
- 8) 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 services provided for in this Agreement, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which are or may be established pursuant to the Convention. Each Contracting Party reserves the right, however to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licenses granted to its own nationals or rendered valid for them by the other Contracting Party or by any other State.
- 9) If the privileges or condition of the licenses or certificates referred to in paragraph 8 of this Article above, issued by the Aeronautical

Authorities of one Contracting Party to any person or designated airline(s) or in respect of an aircraft operating the agreed services on the specified routes would permit a difference from the standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization, the Aeronautical Authorities of the other Contracting Party may request consultations in accordance with Article 16 of this Agreement with the Aeronautical Authorities of that Contracting Party with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach a satisfactory agreement will constitute grounds for the application of Article 4 of this Agreement.

Article 15

AVIATION SECURITY

- 1) The Contracting Parties reaffirm, consistent with their rights and obligations under international law, that their obligations to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, its Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, and any other convention on aviation security to which the Contracting Parties shall become party.
- 2) The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.
- 3) The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security standards and, so far as they are applied by them, the Recommended Practices established by the International Civil Aviation Organization and designated as Annexes to the Convention; and shall require that operators of aircraft of their registry, operators 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. In this paragraph the reference to aviation security Standards includes any difference notified by the Contracting Party concerned.
- 4) Each Contracting Party shall ensure that effective measures are taken within its territory to protect aircraft, to screen passengers and their carry-on items, and to carry out appropriate checks on crew, cargo (including hold baggage) and aircraft stores prior to and during boarding or loading and that those measures are adjusted to meet the increase in the threat. Each Contracting Party agrees that its designated

airline(s) may be required to observe the aviation security provisions referred to in paragraph (3) required by the other Contracting Party for entrance into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall also act favorably upon any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

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

Article 16
CONSULTATIONS AND MODIFICATIONS

- 1) Exchange of views shall take place as needed between the Aeronautical Authorities of the Contracting Parties in order to achieve closer cooperation and agreement in all matters pertaining to the application of this Agreement.
- 2) Each Contracting Party may at any time request consultations with the other Contracting Party for the purpose of amending this Agreement or the Schedule. Such consultations shall begin within a period of 60 days from the date of receipt of such request. Any amendment to this Agreement agreed to as a result of such consultations shall be approved by each Contracting Party in accordance with its constitutional procedures and shall enter into force on the date of exchange of diplomatic notes indicating such approval.
- 3) If the amendment relates only to the Schedule, the consultations shall be between the Aeronautical Authorities of both Contracting Parties. When these authorities agree on a new or revised Schedule, the agreed amendments shall come into force as soon as they have been confirmed by an exchange of diplomatic notes.

Article 17

SETTLEMENT OF DISPUTES

- 1) If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavor to settle it by negotiations between themselves.
- 2) If the Contracting Parties fail to reach within 60 days a settlement by negotiations they shall refer the dispute for decision to a person or body or at the request of one of the Contracting Parties to an arbitration tribunal. The arbitration tribunal shall be composed as follows:
 - a) Each Contracting Party shall nominate an arbitrator; if one Contracting Party fails to nominate its arbitrator within 60 days, such arbitrator shall be nominated by the President of the Council of the International Civil Aviation Organization at the request of the other Contracting Party.
 - b) The third arbitrator, who shall be a national of a third state and who shall preside over the arbitration tribunal, shall be nominated either,
 1. by agreement between the Contracting Parties; or
 2. if within 60 days the Contracting Parties do not so agree, by appointment of the President of the Council of the International Civil Aviation Organization by the request of either Contracting Party.
- 3) The arbitral tribunal shall reach its decisions by a majority of votes. Such decisions shall be binding on both Contracting Parties. Each Contracting Party shall bear the cost of his own member as well as of his representation in the arbitral proceedings; the cost of the Chairman and any other cost shall be borne in equal parts by the Contracting Parties. In all other respects, the arbitral tribunal shall determine its own procedure.

Article 18

TERMINATION

Either Contracting Party may at any time notify the other Contracting Party in writing through diplomatic channels of his decision to terminate this Agreement. A copy of the notice shall be sent simultaneously to the Secretary General of the International Civil Aviation Organization. If such notice is given, this Agreement shall terminate twelve months after the date of receipt by the other Contracting Party of the notice to terminate, unless by agreement between the Contracting Parties the notice under reference is withdrawn before the expiry of that period. If the other Contracting Party fails to acknowledge receipt, notice shall be deemed to have been received fourteen days after the date of the receipt by the Secretary General of the International Civil Aviation Organization of his copy.

Article 19

CONFORMITY WITH 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 paragraph (2) of Article 16 of this Agreement.

Article 20
REGISTRATION

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

Article 21
TITLES

Titles are inserted in this Agreement at the head of each Article for the purpose of reference and convenience and in no way to define, limit or describe the scope or intent of this Agreement.



Article 22
ENTRY INTO FORCE

This Agreement shall enter into force after fulfillment of the internal legal requirements by each Contracting Party, which shall notify each other of the fulfillment of such requirements through exchange of the diplomatic notes.

The Agreement shall come into force on the first day of the next month from the date of the receipt of the last notification.

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

Done on the 26/9/19 in Montreal, in two originals, each in the Arabic and English languages, all texts being equally authentic. However, in case of divergence of interpretation of this Agreement or its Annex, the English text shall prevail.

For The Government of The State of Kuwait 	For The Government of The Republic of Rwanda
Salman Sabah Al-Salem Al Homoud Al-Sabah President of Civil Aviation	Amb. Claver GATETE  The Minister of Infrastructure

Annex Route Schedule

Section 1:

Routes to be operated by the designated airlines of the State of Kuwait in both directions:

Points Behind	Points of Origin	Intermediate Points	Points of Destination	Points Beyond
Any Points	Points in the State of Kuwait	Any Points	Points in the Republic of Rwanda	Any Points

Section 2:

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

Points Behind	Points of Origin	Intermediate Points	Points of Destination	Points Beyond
Any Points	Points in the Republic of Rwanda	Any Points	Points in the State of Kuwait	Any Points

Notes:

- (i) Intermediate points and points beyond may, at the option of the designated airlines, be omitted on any or all flights provided that the agreed services on these routes begin and terminate at a point in the territory of the Contracting Party designating the airline.
- (ii) The designated airlines of either Contracting Party, on any or all flights, may exercise fifth freedom traffic rights at any of the intermediate and/or beyond points.

CODE-SHARE OPERATIONS

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

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

provided that all airlines in such arrangements:

- hold the appropriate authority;
- meet the requirements normally applied to such arrangements; such as protection and information to passenger for liability, and
- must, in respect of any ticket sold by it, make it clear to the purchaser at the point of sale which airline or airlines the purchaser is entering into a contractual relationship.

All code-share arrangements shall have the prior approval of the appropriate aeronautical authorities before implementation.

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 001 ter/2021 ryo ku wa 04/02/2021 ryemera kwemeza burundu amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Leta ya <i>Kuwait</i> na Guverinoma ya Repubulika y'u Rwanda, yakorewe i Montreal, muri Canada, ku wa 26 Nzeri 2019</p>	<p>Seen to be annexed to Law n° 001 ter/2021 of 04/02/2021 approving ratification of the Air Services Agreement between the Government of the State of Kuwait and the Government of the Republic of Rwanda, done in Montreal, in Canada, on 26 September 2019</p>	<p>Vu pour être annexé à la loi n° 001 ter/2021 du 04/02/2021 approuvant la ratification de l'Accord sur les services aériens entre le Gouvernement de l'Etat du Koweït et le Gouvernement de la République du Rwanda, fait à Montréal, au Canada, le 26 septembre 2019</p>
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Kigali, 04/02/2021

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

<p>ITEGEKO N° 002 ter/2021 RYO KU WA 04/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA REPUBULIKA YA ZIMBABWE NA REPUBULIKA Y'U RWANDA, YAKOREWE I AQABA MU BWAMI BWA YORODANIYA, KU WA 5 UKUBOZA 2019</p> <p style="text-align: center;"><u>ISHAKIRO</u></p> <p><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</p> <p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p> <p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p>	<p>LAW N° 002 ter/2021 OF 04/02/2021 APPROVING RATIFICATION OF THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE REPUBLIC OF ZIMBABWE AND THE REPUBLIC OF RWANDA, DONE AT AQABA, THE HASHEMITE KINGDOM OF JORDAN, ON 5 DECEMBER 2019</p> <p style="text-align: center;"><u>TABLE OF CONTENTS</u></p> <p><u>Article One:</u> Approval for ratification</p> <p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p> <p><u>Article 3:</u> Commencement</p>	<p>LOI N° 002 ter/2021 DU 04/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LA RÉPUBLIQUE DU ZIMBABWE ET LA RÉPUBLIQUE DU RWANDA, FAIT À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 5 DÉCEMBRE 2019</p> <p style="text-align: center;"><u>TABLE DES MATIÈRES</u></p> <p><u>Article premier:</u> Approbation pour ratification</p> <p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p> <p><u>Article 3:</u> Entrée en vigueur</p>
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<p>ITEGEKO N° 002 ter/2021 RYO KU WA 04/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA REPUBULIKA YA ZIMBABWE NA REPUBULIKA Y'U RWANDA, YAKOREWE I AQABA, MU BWAMI BWA YORODANIYA, KU WA 5 UKUBOZA 2019</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>INTEKO ISHINGA AMATEGEKO YEMEJE NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA</p> <p>INTEKO ISHINGA AMATEGEKO:</p> <p>Umutwe w'Abadepite, mu nama yawo yo ku wa 03 Ukuboza 2020;</p> <p>Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavugururwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88,</p>	<p>LAW N° 002 ter/2021 OF 04/02/2021 APPROVING RATIFICATION OF THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE REPUBLIC OF ZIMBABWE AND THE REPUBLIC OF RWANDA, DONE AT AQABA, THE HASHEMITE KINGDOM OF JORDAN, ON 5 DECEMBER 2019</p> <p>We, KAGAME Paul, President of the Republic;</p> <p>THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA</p> <p>THE PARLIAMENT:</p> <p>The Chamber of Deputies, in its sitting of 03 December 2020;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88,</p>	<p>LOI N° 002 ter/2021 DU 04/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LA RÉPUBLIQUE DU ZIMBABWE ET LA RÉPUBLIQUE DU RWANDA, FAIT À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 5 DÉCEMBRE 2019</p> <p>Nous, KAGAME Paul, Président de la République;</p> <p>LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA</p> <p>LE PARLEMENT:</p> <p>La Chambre des Députés, en sa séance du 03 décembre 2020;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 122, 167, 168 et 176;</p>
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<p>iya 90, iya 91, iya 93, iya 106, iya 120, iya 122, iya 167, iya 168 n'iya 176;</p> <p>Imaze gusuzuma amasezerano ajyanye no gutwara abantu n'ibintu mu kirere, hagati ya Repubulika ya Zimbabwe na Repubulika y'u Rwanda, yakorewe i <i>Aqaba</i>, Yorodaniya ku wa 5 Ukuboza 2019;</p> <p>YEMEJE:</p> <p><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</p> <p>Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere, hagati ya Repubulika ya Zimbabwe na Repubulika y'u Rwanda, yakorewe i <i>Aqaba</i>, mu Bwami bwa Yorodaniya, ku wa 5 Ukuboza 2019, ari ku mugereka, yemerewe kwemezwa burundu.</p> <p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p> <p>Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.</p>	<p>90, 91, 93, 106, 120, 122, 167, 168 and 176;</p> <p>After consideration of the bilateral air services agreement between the Republic of Zimbabwe and the Republic of Rwanda, done at Aqaba, Jordan on 5 December 2019;</p> <p>ADOPTS:</p> <p><u>Article One:</u> Approval for ratification</p> <p>The bilateral air services agreement between the Republic of Zimbabwe and the Republic of Rwanda, done at Aqaba, the Hashemite Kingdom of Jordan, on 5 December 2019, in annex, is approved for ratification.</p> <p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p> <p>This Law was drafted in English, considered and adopted in Ikinyarwanda.</p>	<p>Après examen de l'Accord bilatéral sur les services aériens entre la République du Zimbabwe et la République du Rwanda, fait à Aqaba, Jordanie le 5 décembre 2019;</p> <p>ADOPTÉ:</p> <p><u>Article premier:</u> Approbation pour ratification</p> <p>L'Accord bilatéral sur les services aériens entre la République du Zimbabwe et la République du Rwanda, fait à Aqaba, le Royaume Hachémite de Jordanie, le 5 décembre 2019, en annexe, est approuvé pour ratification.</p> <p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p> <p>La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.</p>
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<u>Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa</u>	<u>Article 3: Commencement</u>	<u>Article 3: Entrée en vigueur</u>
Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, 04/02/2021

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

<p>UMUGEREKA W'ITEGEKO N° 002 ter/2021 RYO KU WA 04/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA REPUBULIKA YA ZIMBABWE NA REPUBULIKA Y'U RWANDA, YAKOREWE I AQABA, MU BWAMI BWA YORODANIYA, KU WA 5 UKUBOZA 2019</p>	<p>ANNEX TO LAW N° 002 ter/2021 OF 04/02/2021 APPROVING RATIFICATION OF THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE REPUBLIC OF ZIMBABWE AND THE REPUBLIC OF RWANDA, DONE AT AQABA, THE HASHEMITE KINGDOM OF JORDAN, ON 5 DECEMBER 2019</p>	<p>ANNEXE A LA LOI N° 002 ter/2021 DU 04/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LA RÉPUBLIQUE DU ZIMBABWE ET LA RÉPUBLIQUE DU RWANDA, FAIT À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 5 DÉCEMBRE 2019</p>
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BILATERAL AIR SERVICES AGREEMENT

BETWEEN

THE REPUBLIC OF ZIMBABWE

AND

THE REPUBLIC OF RWANDA

Am

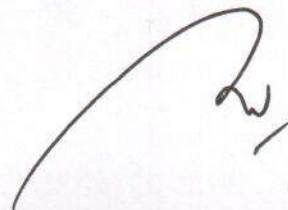
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Preamble

The Republic of Zimbabwe and the Republic of Rwanda (hereinafter referred to as “the Contracting Parties”);

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

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

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

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

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

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

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

Have agreed as follows:

ARTICLE 1 DEFINITIONS

1. For the purpose of this Agreement and its Annexes, unless the context otherwise requires:
 - a) **'Aeronautical Authorities'** means: In case of the Republic of Rwanda, the Ministry in charge of civil aviation and in case of the Republic of Zimbabwe, the Ministry responsible for civil aviation, or in both cases any other authority or person empowered to perform the functions now exercised by the said authorities;
 - b) **'agreed services'** means: regular air services for the transportation of passengers, cargo and mail on the routes specified in the Annex to this agreement;
 - c) **'Agreement'** means this Agreement, its Annexes and any amendments thereto;
 - d) **'aircraft equipment', 'aircraft stores' and 'spare Parts'** have the meanings assigned to them in Annex 9 to the Convention;
 - e) **'air service', 'international air services', 'airline(s)', and 'stop for non traffic purposes'** have the meanings assigned to them in Article 96 of the Convention;
 - f) **'air transportation'** means the public carriage by aircraft of passengers, baggage, cargo and mail separately or in combination, for remuneration or hire;
 - g) **'capacity'** is the amount(s) of services provided under the Agreement, usually measured in the number of flights (frequencies) or seats or tons of cargo offered in a market (city pair, or country-to-country) or on a route during a specific period, such as daily, weekly, seasonally or annually;
 - h) **'code-sharing'** means commercial arrangement between airlines whereby one airline sells seats, under its own name by use of the flight designator code, on another airline's flight;

- i) **'Convention'** means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any Annex adopted under Article 90 of that Convention, and any amendment of the Annexes or Convention under Articles 90 and 94, insofar as such Annexes and amendments have become effective for both Parties;
- j) **'designated airline'** means an airline which has been designated and authorized in accordance with Article 4 of this Agreement;
- k) **'international air transportation'** is air transportation in which the passengers, baggage, cargo and mail which are taken on board in the territory of one State are destined to another State;
- l) **'scheduled services'** means those services operated regularly by designated airline according to schedules published in advance to cover a timetable season;
- m) **'specified route'** means the air route as set forth in the Annex to this Agreement on which the agreed service may be operated;
- n) **'tariff'** means any fare, rate or charge for the carriage of passengers, baggage and/or cargo in air transportation charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;
- o) **'territory'** in relation to a State has the meaning assigned to it in Article 2 of the Convention;
- p) **'user charges'** means a charge made to airlines by the competent authorities, or permitted by them to be made, for the provision of airport property or facilities or of air navigation facilities, or aviation security facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo; and
- q) **'Yamoussoukro Decision'** means the Decision relating to the implementation of the Yamoussoukro Declaration concerning the liberalization of Access of Air Transport of 14 November 1999 as endorsed by the African Union Heads of States on 11 July 2000 including the appendices and amendments;

ARTICLE 2 GRANT OF RIGHTS

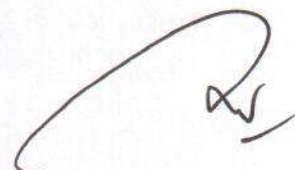
1. Each Party grants to the other Party the rights specified in this Agreement for the purpose of operating international air services on the routes specified in the Annex (Route Schedule) to this Agreement.
2. Subject to the provisions of this Agreement, the airline(s) designated by each Contracting 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; and
 - c) the right to make stops at the point(s) on the route(s) specified in the Route Schedule to this Agreement for the purpose of taking on board and discharging international traffic in passengers, cargo and mail, separately or in combination.
3. Nothing in paragraph 2 shall be deemed to confer on the designated airline(s) of one Contracting Party the privilege of taking on board, in the territory of the other Contracting Party, passengers, cargo and mail for remuneration and destined for another point in the territory of the other Contracting Party.
4. If because of armed conflict, political disturbances or developments or special and unusual circumstances a designated airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangement of routes as is mutually decided by the Contracting Parties.

ARTICLE 3
DESIGNATION AND AUTHORIZATION

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party, one or more airlines to operate the agreed services in accordance with this Agreement and to withdraw or alter such designation.
2. On receipt of such a designation, and on application from the designated airline, each Contracting Party shall, grant the appropriate operating authorizations with minimum procedural delay, provided:
 - a) the designated airline has its principal place of business and permanent residence in the territory of the designating Contracting Party;
 - b) the Contracting Party designating the airline has and maintains effective regulatory control of the airline; and
 - c) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Contracting Party receiving the designation.
3. When an airline has been so designated and authorized, it may begin at any time to operate the agreed services in whole or in part, provided that the airline complies with the applicable provisions of this Agreement.

**ARTICLE 4 -
WITHHOLDING, REVOCATION AND LIMITATION OF AUTHORIZATION**

1. Each Contracting Party shall have the right to withhold the authorizations referred to in Article 3 of this Agreement with respect to an airline designated by the other Contracting Party, and to revoke, suspend or impose conditions on such authorizations;
 - a) in the event that they are not satisfied that 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.
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) of this Agreement the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations between the Contracting Parties in conformity with Article 24 (Consultation) of this Agreement.



ARTICLE 5 APPLICATION OF LAWS

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

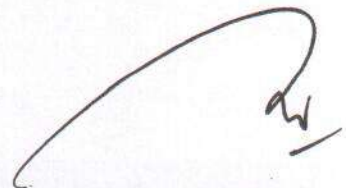
ARTICLE 6 SAFETY

1. Each Contracting Party may request consultations at any time concerning safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, aircrew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of that request.
2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 that meet the standards established at that time pursuant to the Convention, the other Contracting Party shall be notified of such findings and of the steps considered necessary to conform with those standards. The other Contracting Party shall then take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such longer period as may be agreed, shall be grounds for application of Article 4 (Revocation) of this Agreement.

3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Contracting Party, on service to or from the territory of another Contracting Party, may, while within the territory of the other Contracting Party be the subject of a search (in this Article called "ramp inspection") by the authorized representatives of the other Contracting Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of this search shall be to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that of the equipment and the condition of the aircraft conform to the standards established at that time pursuant to the Convention.
4. If any such ramp inspection or series of ramp inspections referred to in paragraph 3 gives rise to:
 - a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; or
 - b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention;the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licenses in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid or that the requirements under which that aircraft is operated are not equal to or above the minimum standards established pursuant to the Convention.
5. When urgent action is essential to ensure the safety of an airline operation, each Contracting Party reserves the right to immediately suspend or vary the operating authorization of an airline or airlines of the other Contracting Party
6. Any action by one Contracting Party in accordance with paragraph 5 above shall be discontinued once the basis for taking that action ceases to exist.

ARTICLE 7 AVIATION SECURITY

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



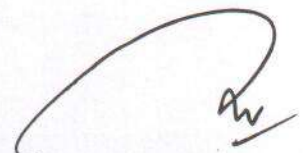
6. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraphs 4 and 5 above required by the other Party for entry into, departure from, or while within, the territory of that other Party.
7. Each Contracting Party shall ensure that measures are effectively applied within its territory to protect the aircraft and to security screen passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.
8. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate such incident or threat as rapidly as possible commensurate with minimum risk to life from such incident or threat.
9. Each Contracting Party shall have the right, within sixty (60) days following notice, for its Aeronautical Authorities to conduct an assessment in the territory of the other Contracting Party of the security measures being carried out, or planned to be carried out, by aircraft operators in respect of flights arriving from, or departing to the territory of the first Contracting Party. The administrative arrangements for the conduct of such assessments shall be agreed between the aeronautical authorities and implemented without delay so as to ensure that assessments will be conducted expeditiously.
10. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the first Contracting Party may request immediate consultations. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for withholding, revoking, suspending or imposing conditions on the authorizations of the airline or airlines designated by the other Contracting Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the first Party may take interim action at any time.

ARTICLE 8 RECOGNITION OF CERTIFICATES

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

ARTICLE 9 FAIR COMPETITION

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



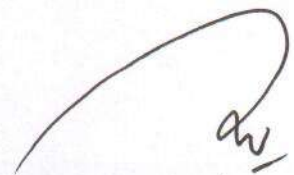
**ARTICLE 10
CAPACITY**

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

**ARTICLE 11
APPROVAL OF SCHEDULES**

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

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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 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,
- 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.

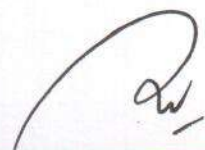
2. The Contracting Parties agree to take the necessary action to ensure that consumers are fully informed and protected with respect to code-shared flights operating to or from their territory and that, as a minimum, passengers be provided with the necessary information in the following ways:

- 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 the Contracting Parties that code-sharing services are not counted against the frequency entitlement of the marketing airline.

ARTICLE 14
NON-NATIONAL PERSONNEL AND ACCESS TO LOCAL SERVICES

- 1. The designated airline of each Contracting Party shall be allowed to bring into and to maintain in the territory of the other Contracting Party their representatives and managerial, operational and technical staff of any nationality as required in connection with the operation of agreed services.
- 2. Such representatives and staff requirements mentioned in paragraph 1 above may, at the option of the designated airline, be satisfied by its own personnel of any nationality or by using the services of any other airline, organization or company operating in the territory of the other Contracting Party and authorized to perform such services for other airlines.
- 3. Subject to the laws and regulations in force, each Contracting Party shall, with the minimum procedural delay, grant the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article.

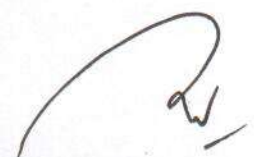


ARTICLE 15
SALE AND MARKETING OF AIR SERVICE PRODUCTS

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

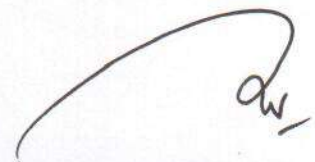
ARTICLE 16
GROUND HANDLING

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



ARTICLE 17
TARIFFS

1. Each Contracting Party shall allow tariffs for air transportation to be established by each designated airline based upon commercial considerations in the marketplace. Intervention by the Contracting Parties shall be limited to:-
 - (a) prevention of tariffs whose application constitutes anti-competitive behavior which has or is likely to or intended to have the effect of crippling a competitor or excluding a competitor from a route;
 - (b) protection of consumers from tariffs that are unreasonably high or restrictive due to the abuse of a dominant position; and
 - (c) protection of designated airlines from tariffs that are artificially low.
2. Tariffs for international air transportation between the territories of the Contracting Parties shall not be required to be filed. Notwithstanding the foregoing, the designated airlines of the Contracting Parties shall continue to provide immediate access, on request, to information on historical, existing, and proposed tariffs to the Aeronautical Authorities of the Contracting Parties in a manner and format acceptable to those Aeronautical Authorities.
3. If either Contracting Party is of the view 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. The 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
EXEMPTION OF CUSTOMS DUTIES AND FEES

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

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

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

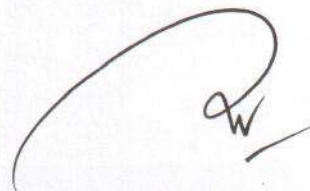
ARTICLE 19 TRANSFER OF FUNDS

Each Contracting Party shall grant to the designated airlines of the other Contracting Party the right to transfer revenues earned by such airlines in its territory in connection with the sale of air transportation, sale of other ancillary products and services as well as commercial interest earned on such revenues. Such transfers shall be effected in any convertible currency, in accordance with the foreign exchange regulations of the Contracting Party in the territory of which the revenue accrued.

ARTICLE 20 USER CHARGES

1. No Contracting Party shall impose or permit to be imposed, on the designated airline(s) of the other Contracting Party user charges higher than those imposed on its own designated airline(s) operating similar international air services.
2. Each Contracting Party shall encourage consultations between its competent charging authorities and the designated airlines using the services and facilities, where practicable through those airlines' representative organisations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their views before changes are made.

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ARTICLE 21 LEASING

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

ARTICLE 22 INTERMODAL SERVICES

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

ARTICLE 23 EXCHANGE OF INFORMATION

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

ARTICLE 24 CONSULTATION

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

ARTICLE 25 SETTLEMENT OF DISPUTES

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

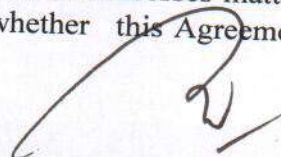
2. If the Contracting Parties fail to reach a settlement by negotiation, the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be named by each Contracting Party and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party.
3. Each of the Contracting Parties shall designate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other Contracting Party of a diplomatic note requesting arbitration of the dispute and the third arbitrator shall be agreed upon within a further period of sixty (60) days.
4. If either of the Contracting Parties fails to designate its own arbitrator within the period of sixty (60) days or if the third arbitrator is not agreed upon within the period indicated, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators.
5. The Contracting Parties undertake to comply with any decision given under paragraph 2 of this Article.
6. Each Contracting Party shall bear the costs of the arbitrator appointed by it. The other costs of the tribunal shall be shared equally by the Contracting Parties.

ARTICLE 26 AMENDMENT OF AGREEMENT

1. If either Contracting Party considers it desirable to amend any provision of this Agreement, it shall notify the other Contracting Party in writing of the need for amendment.
2. Any amendment to this Agreement agreed upon by the Contracting Parties, shall enter into force upon the completion of the exchange of diplomatic notes confirming such agreement.
3. Notwithstanding the provisions of paragraph 2 above, any amendment of the Annex to this Agreement shall be agreed upon in writing between the Aeronautical Authorities of the Contracting Parties and shall enter into force on the date to be determined by the said Authorities.

ARTICLE 27 MULTILATERAL CONVENTIONS

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



ARTICLE 28 REGISTRATION


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

ARTICLE 29 TERMINATION

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

ARTICLE 30 ENTRY INTO FORCE

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



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

Done at Aqaba, JORDAN on this 5th day of December of the year 2019.

**FOR THE REPUBLIC OF
ZIMBABWE**

**FOR REPUBLIC OF
RWANDA**



Engineer Amos MARAWA



Amb. Williams NKURUNZIZA

**Permanent Secretary
Ministry of Transport and
Infrastructural Development**

Ambassador of Rwanda to Turkey

ANNEX ROUTE SCHEDULE

Section 1

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

DEPARTURE	INTERMEDIATE	POINTS IN ZIMBABWE	BEYOND POINTS
Any points	Any points	Any points	Any points

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

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

Section 2

Operational flexibility

The designated airlines of either Contracting Party may, on any or all flights and at its option:

- a) operate flights in either or both directions;
- b) combine different flight numbers within one aircraft operation;
- c) serve intermediate and beyond points in the territories of the Contracting Parties on the routes in any combination and in any order;
- d) omit stops at any point or points; and
- e) transfer traffic (including code-sharing operations) from any of its aircraft to any of its other aircraft at any point on the routes;

without directional or geographic limitation and without loss any right to carry traffic otherwise permissible under the present Agreement; provided that (with the exception of all-cargo services) the service serves a point in the territory of the Contracting Party designating the airlines.

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 002 ter/2021 ryo ku wa 04/02/2021 ryemera kwemeza burundu amasezerano ajyanye no gutwara abantu n'ibintu mu kirere, hagati ya Repubulika ya Zimbabwe na Repubulika y'u Rwanda, yakorewe i Aqaba, Yorodaniya ku wa 5 Ukuboza 2019</p>	<p>Seen to be annexed to Law n° 002 ter/2021 of 04/02/2021 approving ratification of the bilateral air services agreement between the Republic of Zimbabwe and the Republic of Rwanda, done at Aqaba, Jordan on 5 December 2019</p>	<p>Vu pour être annexé à la loi n° 002 ter/2021 du 04/02/2021 approuvant la ratification de l'Accord bilatéral sur les services aériens entre la République du Zimbabwe et la République du Rwanda, fait à Aqaba, Jordanie le 5 décembre 2019</p>
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Kigali, 04/02/2021

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

<p>ITEGEKO N° 003 ter/2021 RYO KU WA 04/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA JAMAICA, YAKOREWE I AQABA, MU BWAMI BWA YORODANIYA, KU WA 2 UKUBOZA 2019</p> <p style="text-align: center;"><u>ISHAKIRO</u></p> <p><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</p> <p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p> <p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p>	<p>LAW N° 003 ter/2021 OF 04/02/2021 APPROVING RATIFICATION OF THE AGREEMENT CONCERNING AIR SERVICES, BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF JAMAICA, DONE AT AQABA, THE HASHEMITE KINGDOM OF JORDAN, ON 2 DECEMBER 2019</p> <p style="text-align: center;"><u>TABLE OF CONTENTS</u></p> <p><u>Article One:</u> Approval for ratification</p> <p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p> <p><u>Article 3:</u> Commencement</p>	<p>LOI N° 003 ter/2021 DU 04/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD SUR LES SERVICES AÉRIENS, ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA JAMAÏQUE, FAIT À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 2 DÉCEMBRE 2019</p> <p style="text-align: center;"><u>TABLE DES MATIÈRES</u></p> <p><u>Article premier:</u> Approbation pour ratification</p> <p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p> <p><u>Article 3:</u> Entrée en vigueur</p>
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<p>ITEGEKO N° 003 ter/2021 RYO KU WA 04/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA JAMAICA, YAKOREWE I AQABA, MU BWAMI BWA YORODANIYA, KU WA 2 UKUBOZA 2019</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>INTEKO ISHINGA AMATEGEKO YEMEJE NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA</p> <p>INTEKO ISHINGA AMATEGEKO:</p> <p>Umutwe w'Abadepite, mu nama yawo yo ku wa 03 Ukuboza 2020;</p> <p>Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu</p>	<p>LAW N° 003 ter/2021 OF 04/02/2021 APPROVING RATIFICATION OF THE AGREEMENT CONCERNING AIR SERVICES, BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF JAMAICA, DONE AT AQABA, THE HASHEMITE KINGDOM OF JORDAN, ON 2 DECEMBER 2019</p> <p>We, KAGAME Paul, President of the Republic;</p> <p>THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA</p> <p>THE PARLIAMENT:</p> <p>The Chamber of Deputies, in its sitting of 03 December 2020;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88,</p>	<p>LOI N° 003 ter/2021 DU 04/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD SUR LES SERVICES AÉRIENS, ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA JAMAÏQUE, FAIT À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 2 DÉCEMBRE 2019</p> <p>Nous, KAGAME Paul, Président de la République;</p> <p>LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA</p> <p>LE PARLEMENT:</p> <p>La Chambre des Députés, en sa séance du 03 décembre 2020;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015,</p>
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<p>ningo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 122, iya 167, iya 168 n'ya 176;</p> <p>Imaze gusuzuma amasezerano ajyanye no gutwara abantu n'ibintu mu kirere, hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya <i>Jamaica</i>, yakorewe i <i>Aqaba</i>, mu Bwami bwa Yorodaniya, ku wa 2 Ukuboza 2019;</p> <p>YEMEJE:</p> <p><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</p> <p>Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere, hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya <i>Jamaica</i>, yakorewe i <i>Aqaba</i>, mu Bwami bwa Yorodaniya, ku wa 2 Ukuboza 2019, ari ku mugereka, yemerewe kwemezwa burundu.</p> <p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p> <p>Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.</p>	<p>90, 91, 93, 106, 120, 122, 167, 168 and 176;</p> <p>After consideration of the Agreement concerning Air Services, between Government of the Republic of Rwanda and the Government of Jamaica, done at Aqaba, the Hashemite Kingdom of Jordan, on 2 December 2019;</p> <p>ADOPTS:</p> <p><u>Article One:</u> Approval for ratification</p> <p>The Agreement concerning Air Services, between Government of the Republic of Rwanda and the Government of Jamaica, done at Aqaba, the Hashemite Kingdom of Jordan, on 2 December 2019, in annex, is approved for ratification.</p> <p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p> <p>This Law was drafted in English, considered and adopted in Ikinyarwanda.</p>	<p>spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 122, 167, 168 et 176;</p> <p>Après examen de l'Accord sur les services aériens, entre le Gouvernement de la République du Rwanda et le Gouvernement de la Jamaïque, fait à Aqaba, le Royaume Hachémite de Jordanie, le 2 décembre 2019;</p> <p>ADOpte:</p> <p><u>Article premier:</u> Approbation pour ratification</p> <p>L'Accord sur les services aériens, entre le Gouvernement de la République du Rwanda et le Gouvernement de la Jamaïque, fait à Aqaba, le Royaume Hachémite de Jordanie, le 2 décembre 2019, en annexe, est approuvé pour ratification.</p> <p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p> <p>La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.</p>
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<p><u>Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa</u></p> <p>Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p><u>Article 3: Commencement</u></p> <p>This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p><u>Article 3: Entrée en vigueur</u></p> <p>La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
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Kigali, 04/02/2021

(sé)

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

(sé)

Dr NGIRENTE Edouard
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Bibonywe kandi bishyizweho ikirango cya Repubulika:
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BUSINGYE Johnston
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

<p>UMUGEREKA W'ITEGEKO N° 003 ter/2021 RYO KU WA 04/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA JAMAICA, YAKOREWE I AQABA, MU BWAMI BWA YORODANIYA, KU WA 2 UKUBOZA 2019</p>	<p>ANNEX TO LAW N° 003 ter/2021 OF 04/02/2021 APPROVING RATIFICATION OF THE AGREEMENT CONCERNING AIR SERVICES, BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF JAMAICA, DONE AT AQABA, THE HASHEMITE KINGDOM OF JORDAN, ON 2 DECEMBER 2019</p>	<p>ANNEXE A LA LOI N° 003 ter/2021 DU 04/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD SUR LES SERVICES AÉRIENS, ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA JAMAÏQUE, FAIT À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 2 DÉCEMBRE 2019</p>
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AGREEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF RWANDA
AND
THE GOVERNMENT OF JAMAICA

CONCERNING
AIR SERVICES

Articles	Sections
Preamble	
Article 1	Definitions
Article 2	Applicability of Chicago Convention
Article 3	Grant of Rights
Article 4	Designation and Authorisations of Airlines
Article 5	Revocation or Suspension of Operating Authorisations
Article 6	Applicable Laws
Article 7	Recognition of Certificates and Licences
Article 8	Safety
Article 9	Aviation Security
Article 10	Fair Competition
Article 11	Tariffs
Article 12	User Charges
Article 13	Exemption from Customs Duties and Other Charges
Article 14	Direct Transit
Article 15	Transfer of Earnings
Article 16	Provision of Statistics
Article 17	Commercial Opportunities
Article 18	Cooperative Arrangements
Article 19	Ground Handling Provisions
Article 20	Consultations
Article 21	Settlement of Disputes
Article 22	Multilateral Agreement
Article 23	Amendments
Article 24	Termination
Article 25	Registration with ICAO
Article 26	Entry into Force
Annex I	Route Schedules
Annex II	List of CARICOM Member States
Annex III	Non-Scheduled/Charter Operations

PREAMBLE

The Government of the Republic of Rwanda and the Government of Jamaica hereinafter referred to as the "Parties";

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

Desiring to conclude an Agreement supplementary to the said Convention for the purpose of establishing Air Services between their respective territories;

Desiring to promote an international aviation system based on competition among Airlines in the marketplace with minimum government interference and regulation;

Desiring to facilitate the expansion of International Air Service opportunities;

Recognising that efficient and competitive International Air Services enhance trade, the welfare of consumers and economic growth;

Recognising the disparity in the stages of development and competitive strength of air carriers; and

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

Have agreed as follows:

ARTICLE 1 Definitions

(1) For the purpose of this Agreement, unless otherwise stated, the term(s) -

(a) **"Aeronautical Authorities"** means, in the case of Jamaica, the Minister responsible for civil aviation or the Jamaica Civil Aviation Authority, and, in the case of Rwanda, the Minister in charge of civil aviation, or, in both cases, any person or agency authorised to perform the functions exercisable by those authorities;

(b) **"Agreed Services"** means a schedule of International Air Service on the routes specified in the Annex to this Agreement;

(c) **"Agreement"** means this Agreement, any Annex hereto and any amendments to this Agreement or to its Annexes;

(d) **"Air Service", "International Air Service", "Airline" and "Stop For Non-Traffic Purposes"** have the meanings respectively assigned to them in Article 96 of the Chicago Convention;

(e) **"the Convention" and "Chicago Convention"** mean the Convention on International Civil Aviation opened for signature at Chicago on 7 December, 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have become effective for or been ratified by both Parties;

(f) **"Designated Airline"** means an Airline which has been designated and authorised in accordance with Article 4 of this Agreement;

(g) **"Specified Routes"** means a route specified in the Annex to this Agreement;

(h) **"Tariff"** means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration or conditions for the carriage of mail.

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

(j) **"User Charges"** means a charge imposed on Airlines by any competent authority or permitted by that authority to be made for the provision of airport property or facilities or of air navigation facilities (including facilities for overflight), or aviation security facilities or services, or related services and facilities, for aircraft, their crews, passengers and cargo.

(2) Words importing the masculine gender include the feminine and vice versa, and words in the singular include the plural and vice versa unless the context requires otherwise.

ARTICLE 2

Applicability of the Chicago Convention

The provisions of this Agreement shall be subject to the provisions of the Chicago Convention insofar as those provisions are applicable to International Air Services.

ARTICLE 3
Grant of Rights

(1) Each Party grants to the other Party the following rights for the conduct of International Air Service by the Designated Airlines of the other Party:

- (a) the right to fly without landing across the Territory of the other Party;
- (b) the right to make stops in the said Territory for non-traffic purposes; and
- (c) the rights otherwise specified in this Agreement.

(2) Each Party also grants the rights specified in subparagraphs (1)(a) and (b) to the other Party for airlines not designated under Article 4 (Designation and Authorisation of Airlines).

(3) Nothing in paragraph (1) of this Article shall be deemed to confer on the Designated Airlines of either Party the privilege of taking up, in the Territory of the other Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the Territory of the other Party.

(4) If, because of armed conflict, political disturbances or developments, or special and unusual circumstances, a Designated Airline of one Party is unable to operate an agreed service on its specified route, the other Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangements of routes.

ARTICLE 4
Designation and Authorisation of Airlines

(1) Each Party shall have the right to designate an airline or airlines to operate the Agreed Services in accordance with this Agreement and may withdraw or alter such designations. Such designation or alterations shall be transmitted in writing to the other Party through diplomatic channels.

(2) On receipt of such a designation or alteration and of applications from the Designated Airline in the form and manner prescribed for operating authorisations and technical permissions, the other Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without undue delay grant to the airline or airlines designated, the appropriate operating authorisations.

(3) The Aeronautical Authorities of one Party may require an airline designated by the other Party to satisfy those authorities that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of International Air Services by those authorities.

(4) On receipt of such a designation or alteration, and of applications from the Designated Airline, the other Party shall grant the appropriate authorizations and permissions with minimum procedural delay, provided:

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

(i) it has and maintains effective regulatory control of the airline and that airline is incorporated in the territory of the State designating it, and has its principal place of business in that State;

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

(i) the airline has its principal place of business in the territory of Jamaica;

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

(iii) the airline holds a valid Air Operator's Certificate issued by Jamaica.

(5) When an Airline has been so designated and authorised, it may begin to operate the Agreed Services, provided that the airline complies with the applicable provisions of this Agreement.

ARTICLE 5

Revocation or Suspension of Operating Authorisations

(1) Each Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article 3(Grant of Rights) of this Agreement by an Airline designated by the other Party, or to impose such conditions as it may deem necessary on the exercise of these rights in any case where it is not satisfied that:

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

(i) it does not maintain effective regulatory control of the Airline and that the Airline is not incorporated or does not have its principal place of business in the Territory of Rwanda;

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

(i) the airline does not have its principal place of business in the territory of Jamaica;

(ii) and that Jamaica does not maintain effective regulatory control of the airline; and

(iii) the airline does not hold a valid Air Operator's Certificate issued by Jamaica;

c) in the event of failure of the Party designating the Airline to comply with the provisions set forth in Article 8 (Safety) and Article 9 (Aviation Security); and/or

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

(2) Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultation with the Aeronautical Authorities of the other Party in accordance with Article 20(Consultations).

ARTICLE 6

Applicable Laws

(1) The laws and regulations of one Party relating to the admission to or departure from its Territory of aircraft engaged in international air services, or to the operation and navigation of such aircraft while within its Territory, shall be applied to the aircraft of the Airline or Airlines designated by the other Party as they are applied to its own and shall be complied with by such aircraft upon entrance into or departure from and while within the Territory of the first Party.

(2) The laws and regulations of one Party relating to the admission to or departure from its Territory of passengers, crew, mail or cargo on aircraft, including laws and regulations relating to entry, clearance, immigration, emigration, transit, aviation security, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew, mail or cargo of the Designated Airline or Airlines of the other Party upon entrance into, transit of or departure from and while within the Territory of the first Party.

ARTICLE 7

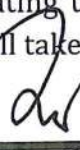
Recognition of Certificates and Licences

Each Party shall recognise as valid, for the purpose of operating the Agreed Services provided for in the present Agreement, certificates of airworthiness, certificates of competency, and licences issued or validated by the other Party and still in force, provided that the requirements for such certificates or licences at least equal the minimum standards that may be established pursuant to the Convention. Each Party may, however, refuse to recognise as valid for the purpose of flights above or landing within its own Territory, certificates of competency and licences granted to or validated for its own nationals by the other Party or by a third country.

ARTICLE 8

Safety

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



(2) If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Chicago Convention, the first Party shall notify the other Party of those findings and the steps considered necessary to conform with those minimum standards, and the other Party shall take appropriate corrective action. Failure by the other Party to take appropriate action within fifteen (15) days or such longer period as may be agreed, shall be grounds for the application of Article 5 (Revocation or Suspension of Operating Authorisations) of this Agreement.

(3) Notwithstanding the obligations mentioned in Article 33 of the Chicago Convention it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of the Designated Airline or Airlines of one Party on services to or from the territory of the other Party may, while within the territory of the other Party, be made the subject of an examination by the authorised representatives of the other Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

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

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

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

(5) In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the Designated Airline or Airlines of one Party in accordance with paragraph (3) of this Article is denied by a representative of that Airline or Airlines, the other Party shall be free to infer that serious concerns of the type referred to in paragraph (4) of this Article arise and draw the conclusions referred in that paragraph.

(6) Each Party reserves the right to suspend or vary the operating authorisation of an Airline or Airlines of the other Party immediately in the event the first Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an Airline operation.

(7) Any action by one Party in accordance with paragraphs (2) or (6) of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 9
Aviation Security

(1) The assurance of safety for civil aircraft, their passengers and crew being a fundamental pre-condition for the operation of International Air Services, the Parties reaffirm that their obligations to each other to provide for the security of civil aviation against acts of unlawful interference (and in particular their obligations under the Chicago Convention, the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988 and the Convention on the Marking of Plastic Explosives for the Purpose of Detection signed at Montreal on 1 March 1991 and any other agreement governing civil aviation security binding upon both Parties) form an integral part of this Agreement.

(2) The 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) The Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Parties; they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their Territory and the operators of airports in their Territory act in conformity with such aviation security provisions.

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

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

(6) When a Party has reasonable grounds to believe that the other Party has departed from the aviation security provisions of this Article, the Aeronautical Authorities of that Party may request immediate consultations with the Aeronautical Authorities of the other Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorisation and technical permissions of the Airlines of that Party. When required by an emergency, a Party may take interim action prior to the expiry of fifteen (15) days.

ARTICLE 10

Fair Competition

(1) There shall be fair and equal opportunity for the Designated Airlines of both Parties to compete in operating the Agreed Services.

(2) In operating the Agreed Services, the Designated Airline or Airlines of each Party shall take into account the interests of the Designated Airline or Airlines of the other Party so as not to unduly affect the services which the latter provide on the whole or part of the same routes.

(3) Each Party shall allow each Designated Airline to determine the frequency and capacity of the international air transport it offers, according to commercial and market-based considerations.

(4) Neither Party shall unilaterally restrict the operations of the Designated Airlines of the other, except according to the terms of this Agreement or as may be required for customs, technical, operational or environmental reasons, under uniform conditions consistent with Article 15 of the Convention.

(5) Neither Party shall allow its Designated Airline or Airlines, neither in conjunction with any other Airline or Airlines or separately, to abuse market power in a way which has or is likely or intended to have the effect of severely weakening a competitor or excluding a competitor from a route.

(6) Each Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of the Airlines of the other Party.

ARTICLE 11

Tariffs

(1) Each Party shall allow Tariffs for Air Services to be established by each Designated Airline based on commercial considerations in the market place, including the cost of operation, the characteristics of the service, the interests of users, a reasonable profit and other market considerations. Neither Party shall require their Designated Airlines to consult other Airlines about the Tariffs they charge or propose to charge for services covered by these arrangements.

(2) Each Party may require notification to or filing with its Aeronautical Authorities of Tariffs to be charged to or from its Territory by the Designated Airlines of the other Party. Such notification or filing by the Designated Airlines of both Parties may be required to be made no later than the initial offering of a price, regardless of the form, electronic or other, in which the price is offered.

(3) Without prejudice to the applicable competition and consumer protection laws prevailing in each Party, neither Party shall take unilateral action to prevent the commencement or continuation of a Tariff proposed to be charged or charged by a Designated Airline of the other Party in connection with the International Air Services provided for under this Agreement. Intervention, as described in paragraph (4) below, by the Parties shall be limited to:

- a) prevention of unreasonably discriminatory Tariffs or practices;
- b) protection of consumers from Tariffs that are unreasonably high or restrictive due to the abuse of a dominant position.
- c) protection of Airlines from Tariffs that are artificially low due to direct or indirect Government subsidy or support;
- d) protection of Airlines from Tariffs that are artificially low, where evidence exists as to an intent to eliminate competition.

(4) Without prejudice to the provisions of paragraph (3) of this Article, the Aeronautical Authorities of either Party may expressly disapprove a Tariff submitted by the Designated Airlines of the other Party, where such Aeronautical Authorities find that a Tariff proposed to be charged by such Airlines falls within the categories set forth in paragraphs (3) (a), (b), (c) or (d). In such event, the concerned Aeronautical Authority (i) shall send notification of its dissatisfaction to the Aeronautical Authorities of the other Party, and to the Designated Airline(s) involved, as soon as possible, and in any event, no later than thirty (30) days after the date of notification or filing of the Tariff in question; and (ii) may request consultations in accordance with the procedures established under paragraph (5) of this Article. Unless both Aeronautical Authorities have agreed to disapprove the Tariff in question in writing, the Tariff shall be treated as having been approved.

(5) The Aeronautical Authorities of each Party may request consultations with the Aeronautical Authorities of the other Party on any Tariff charged or proposed to be charged by any Designated Airline(s) of the other Party for International Air Services to or from the Territory of the first Party, including Tariffs for which a notice of dissatisfaction has been given. These consultations shall be held no later than fifteen (15) days after receipt of the request. The Aeronautical Authorities of both Parties shall cooperate in securing the necessary information for a reasoned resolution of the issue. If an agreement is reached with respect to a Tariff for which a notice of dissatisfaction has been given, the Aeronautical Authorities of each Party shall use their best efforts to put that agreement into effect. If such mutual agreement is not reached, the Tariff shall go into effect or continue in effect.

ARTICLE 12

User Charges

(1) Neither Party shall impose nor permit to be imposed by its competent charging authorities on the Designated Airline or Airlines of the other Party User Charges higher than those imposed on its own Airlines operating similar International Air Services.

(2) Each Party shall encourage consultation on User Charges between their competent charging authorities and Airlines using the services and facilities provided by those charging authorities, where practicable, through those Airlines' representative organisations. Reasonable notice of any proposals for changes in User Charges should be given to such users to enable them to express their views before changes are made. Each Party shall further encourage its competent charging authorities and such users to exchange appropriate information concerning User Charges.

ARTICLE 13

Exemption from Customs Duties and Other Charges

(1) Aircraft operated in International Air Services by the Designated Airline or Airlines of either Party shall be relieved from all customs duties, national excise taxes and similar national fees, on the following items set out below:

(a) the following items introduced by a Designated Airline of one Party into the Territory of the other Party:

- (i) repair, maintenance and servicing equipment and component parts;
- (ii) passenger handling equipment and component parts;
- (iii) cargo-loading equipment and component parts;
- (iv) security equipment including component parts for incorporation into security equipment;
- (v) instructional material and training aids;
- (vi) Airline and operators' documents; and

(b) the following items introduced by a Designated Airline of one Party into the Territory of the other Party or supplied to a Designated Airline of one Party in the Territory of the other Party:

- (i) aircraft stores (including but not limited to such items as food, beverages and tobacco) whether introduced into or taken on board in the Territory of the other Party;
- (ii) fuel, lubricants and consumable technical supplies;
- (iii) spare parts including engines; and

(c) computer equipment and component parts introduced by a Designated Airline of one Party into the Territory of the other Party to assist in one or more of the following matters:

- (i) the repair, maintenance or servicing of aircraft;
- (ii) the handling of passengers at the airport or on board aircraft;
- (iii) the loading of cargo onto or the unloading of cargo from aircraft;
- (iv) the carrying out of security checks on passengers or cargo;

provided in each case that they are for use on board an aircraft or within the limits of an international airport in connection with the establishment or maintenance of an International Air Service by the Designated Airline concerned.

(2) The relief from customs duties, national excise taxes and similar national fees shall not extend to charges based on the cost of services provided to the Designated Airline or Airlines of a Party in the Territory of the other Party.

(3) Equipment and supplies referred to in paragraphs (1) and (4) of this Article may be required to be kept under the supervision or control of the appropriate authorities.

(4) The reliefs provided for by this Article shall also be available in situations where the Designated Airline or Airlines of one Party have entered into arrangements with another Airline or Airlines for the loan or transfer in the Territory of the other Party of the items specified in paragraph (1) of this Article, provided such other Airline or Airlines similarly enjoy such reliefs from such other Party.

ARTICLE 14

Direct Transit

Passengers, baggage, cargo and mail in direct transit across the Territory of a Party, not leaving the area of the airport reserved for such purpose shall be subject, except in respect of security provisions referred to in Article 9 (Aviation Security) of this Agreement and prevention of trafficking of narcotic drugs and psychotropic substances, to no more than a simplified control. Baggage and cargo in transit shall be exempt from customs duties and other charges.

ARTICLE 15

Transfer of Earnings

Subject to the applicable laws and regulations, each Designated Airline may on demand, convert and remit to its country, or any other country, local revenues in excess of those sums locally disbursed in connection with the carriage of passengers, mail and cargo. Prompt conversion and remittance shall be permitted, without restriction, at the rate of exchange applicable to current transactions which is in effect at the time such revenues are presented for conversion and remittance, and shall not be subject to any charges, except those normally made by banks or other financial institutions for carrying out such conversion and remittance.

ARTICLE 16

Provision of Statistics

Each Party, through its Aeronautical Authorities, shall provide to, or shall cause its Designated Airlines to provide to, the Aeronautical Authorities of the other Party, on request, periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the operation of the Agreed Services, including statistics showing the initial origins and final destinations of the traffic.

ARTICLE 17

Commercial Opportunities

(1) On the basis of reciprocity, the Designated Airline or Airlines of one Party shall be entitled, in accordance with the laws and regulations relating to entry, residence and employment of the other Party, to bring in and maintain in the Territory of the other Party those of their own managerial, technical, operational and other specialist staff who are required for the provision of Air Services.

(2) The Designated Airlines of each Party shall have the right to engage in the sale of air transportation in the area of the other Party, either directly or through agents appointed by the Designated Airline. The Designated Airlines of each Party shall have the right to sell and any person shall be free to purchase, such transportation in freely convertible currency or in local currency.

(3) The Designated Airlines of each Party shall have the right to enter into arrangements to use the services and personnel of any other organisation, company or Airline operating in the Territory of the other Party.

(4) The Designated Airline or Airlines of each Party shall have the right to establish offices in the Territory of the other Party for the promotion and sale of International Air Services.

ARTICLE 18

Cooperative Arrangements

(1) In operating or holding out the Agreed Services, the Designated Airline or Airlines of one Party may enter into cooperative marketing arrangements such as joint venture, blocked-space or code-sharing arrangements with:

- (a) any Airline or Airlines of either Party;
- (b) an Airline or Airlines of a third country; and
- (c) a surface transportation provider of any country,

provided that all Airlines in such arrangements

- (i) hold the appropriate authority; and
- (ii) meet the requirements normally applied to such arrangements.

(2) The 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 are informed at the point of sale, or in any case before boarding which, transport providers will operate each sector of the service and also 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 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) The Airlines are required to file for approval any proposed cooperative arrangement with the Aeronautical Authorities of both Parties before its proposed introduction.

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

ARTICLE 19

Ground Handling Provisions

Subject to the laws and regulations of each Party, each Designated Airline shall have in the Territory of the other Party, the right to perform its own ground handling ("self-handling") or, at its option, the right to select among competing suppliers that provide ground handling services in whole or in part. Where such laws and regulations limit or preclude self-handling and where there is no effective competition between suppliers that provide ground handling services, each Designated Airline shall be treated on a non-discriminatory basis as regards their access to self-handling and ground handling services provided by a supplier or suppliers. For each Designated Airline, the right to perform self-handling shall be subject, on a non-discriminatory basis, to physical constraints resulting from limitations of airport space and considerations of safety and security.

ARTICLE 20

Consultations

(1) In a spirit of close cooperation, the Aeronautical Authorities of the Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and shall consult when necessary to provide for modification thereof.

(2) Either Party may, at any time, request consultations relating to this Agreement. Such consultations shall begin at the earliest possible date, but not later than thirty (30) days from the date the other Party receives the request unless otherwise agreed.

ARTICLE 21

Settlement of Disputes

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

(2) If the Parties fail to reach a settlement of the dispute by consultations, it may be referred by them to such person or body as they may agree on or, at the request of either Party, shall be submitted for decision to a tribunal of three arbitrators which shall be constituted in the following manner:

- (a) Within thirty (30) days after receipt of a request for arbitration, each Party shall appoint one arbitrator. A national of a third State, who shall act as President of the tribunal, shall be appointed as the third arbitrator by agreement between the two arbitrators, within sixty (60) days of the appointment of the second;
- (b) If within the time limits specified above any appointment has not been made, either Party may request the President of the Council of the International Civil Aviation Organisation to make the necessary appointment within thirty (30) days. If the President has the nationality of one of the Parties, the most senior Vice-President who is not disqualified on that ground shall make the appointment.

(3) Except as hereinafter provided in this Article or as otherwise agreed by the Parties, the tribunal shall determine the limits of its jurisdiction and establish its own procedure. At the direction of the tribunal, or at the request of either of the Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held not later than thirty (30) days after the tribunal is fully constituted.

(4) Except as otherwise agreed by the Parties or prescribed by the tribunal, each Party shall submit a memorandum within forty-five (45) days after the tribunal is fully constituted. Each Party may submit a reply within sixty (60) days of submission of the other Party's memorandum. The tribunal shall hold a hearing at the request of either Party, or at its discretion, within thirty (30) days after replies are due.

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

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

(7) The costs of the arbitration and the allocation of costs to the relevant parties shall be determined by the tribunal.

(8) The decision of the tribunal shall be final and binding on the Parties unless they agree otherwise.

ARTICLE 22

Multilateral Agreement

If both Parties become parties to a multilateral agreement that addresses matters covered by this Agreement, they shall consult, in accordance with Article 20(Consultations) to determine whether this Agreement should be revised to take into account the multilateral agreement.

ARTICLE 23
Amendments

Any amendment to this Agreement mutually determined as a result of consultations under Article 20(Consultations) shall come into force on the date of the last written notification, through diplomatic channels, by which the Parties shall have notified each other that all necessary internal procedures for entry into force of the amendment have been completed.

ARTICLE 24
Termination

(1) Either Party may at any time notify the other Party in writing through diplomatic channels of the decision to terminate this Agreement. A copy of the notice of termination shall be sent simultaneously to the Secretary General of the International Civil Aviation Organization.

(2) If such notice is given, this Agreement shall terminate twelve (12) months after the date of receipt by the other Party of the notice of termination, unless by agreement between the Parties the notice under reference is withdrawn under mutual consent before the expiry of that period. If the other Party fails to acknowledge receipt, notice shall be deemed to have been received fourteen (14) days after the date of the receipt by the Secretary General of the International Civil Aviation Organization.

ARTICLE 25
Registration with the International Civil Aviation Organization (ICAO)

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

ARTICLE 26
Entry into Force

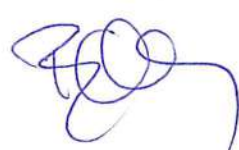
This Agreement shall enter into force on the date of the latter note upon an exchange of diplomatic notes between the Parties confirming that all the internal procedures necessary for the entry into force of the Agreement have been completed.

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

DONE in duplicate at [Aqaba, Jordan] the [2nd] day of [December], 20[19].


.....
For the Government of the Republic of Rwanda


.....
For the Government of Jamaica



ANNEX I
ROUTE SCHEDULES

Section 1

Routes to be operated by the Designated Airline(s) of Jamaica.

BEHIND POINTS	FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Point	Any Point in Jamaica	Any Point	Any Point in The Republic of Rwanda	Any Point

Section 2

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

BEHIND POINTS	FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Point	Any Point in The Republic of Rwanda	Any Point	Any Point in Jamaica	Any Point

Section 3

Operational Flexibility

Each Designated Airline of either Party may, on any or all flights and at its option:

- (1) Operate flights in either or both directions;
- (2) Combine different flight numbers within one aircraft operation;
- (3) Serve behind, intermediate and beyond points and points in the territories of the Parties on the routes in any combination and in any order;
- (4) Omit stops at any point or points;
- (5) Transfer traffic from any of its aircraft to any of its other aircraft at any point on the routes;
- (6) Serve points behind any point in its Territory with or without change of aircraft or flight number and may hold out and advertise such services to the public as through services;
- (7) Make stop-overs at any point whether within or outside the Territory of either Party;
- (8) Carry transit traffic through the Territory of the other Party;

without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under the present Agreement; provided that, with the exception of all cargo, the service serves a point in the Territory of the Party designating the Airlines.

Section 4

All Cargo Services

The Designated Airline(s) of Jamaica may operate all-cargo services between The Republic of Rwanda and any point or points and the Designated Airline(s) of The Republic of Rwanda may operate all-cargo services between Jamaica and any point or points.

Section 5

Change of Gauge

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



ANNEX II
NON-SCHEDULED/CHARTER OPERATIONS

1. The Designated Airline(s) of each Party shall, in accordance with the terms of the Route Schedule at Annex I, be entitled to perform international non-scheduled air transportation to and from any point or points in the Territory of the other Party, either directly or with stop-overs en route, for one-way or round-trip carriage of any traffic to or from a point or points in the Territory of the other Party. Multi-destination charters shall also be permitted. In addition, Designated Airline(s) of one Party may operate charters with traffic originating in or destined for the Territory of the other Party.

2. Each Designated Airline performing air transportation under this provision shall comply with such laws, regulations and rules of the Party in whose Territory the traffic originates, whether on a one-way or round-trip basis, as that Party now or hereafter specifies shall be applicable to such transportation.

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 003 ter/2021 ryo ku wa 04/02/2021 ryemera kwemeza burundu amasezerano ajyanye no gutwara abantu n'ibintu mu kirere, hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya <i>Jamaica</i>, yakorewe i <i>Aqaba</i>, mu Bwami bwa Yorodaniya, ku wa 2 Ukuboza 2019</p>	<p>Seen to be annexed to Law n° 003 ter/2021 of 04/02/2021 approving ratification of the Agreement concerning Air Services, between Government of the Republic of Rwanda and the Government of Jamaica, done at Aqaba, the Hashemite Kingdom of Jordan, on 2 December 2019</p>	<p>Vu pour être annexé à la loi n° 003 ter/2021 du 04/02/2021 approuvant la ratification de l'Accord sur les services aériens, entre le Gouvernement de la République du Rwanda et le Gouvernement de la Jamaïque, fait à Aqaba, le Royaume Hachémite de Jordanie, le 2 décembre 2019</p>
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Kigali, 04/02/2021

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

<p>ITEGEKO N° 004 ter/2021 RYO KU WA 04/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA Y'UBWAMI BWA YORODANIYA, YAKOREWE I AQABA, MU BWAMI BWA YORODANIYA, KU WA 3 UKUBOZA 2019</p> <p style="text-align: center;"><u>ISHAKIRO</u></p> <p><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</p> <p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p> <p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p>	<p>LAW N° 004 ter/2021 OF 04/02/2021 APPROVING RATIFICATION OF THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN, DONE AT AQABA, THE HASHEMITE KINGDOM OF JORDAN, ON 3 DECEMBER 2019</p> <p style="text-align: center;"><u>TABLE OF CONTENTS</u></p> <p><u>Article One:</u> Approval for ratification</p> <p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p> <p><u>Article 3:</u> Commencement</p>	<p>LOI N° 004 ter/2021 DU 04/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU ROYAUME HACHÉMITE DE JORDANIE, FAIT À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 3 DÉCEMBRE 2019</p> <p style="text-align: center;"><u>TABLE DES MATIÈRES</u></p> <p><u>Article premier:</u> Approbation pour ratification</p> <p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p> <p><u>Article 3:</u> Entrée en vigueur</p>
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<p>ITEGEKO N° 004 ter/2021 RYO KU WA 04/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA Y'UBWAMI BWA YORODANIYA, YAKOREWE I AQABA, MU BWAMI BWA YORODANIYA, KU WA 3 UKUBOZA 2019</p>	<p>LAW N° 004 ter/2021 OF 04/02/2021 APPROVING RATIFICATION OF THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN, DONE AT AQABA, THE HASHEMITE KINGDOM OF JORDAN, ON 3 DECEMBER 2019</p>	<p>LOI N° 004 ter/2021 DU 04/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU ROYAUME HACHÉMITE DE JORDANIE, FAIT À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 3 DÉCEMBRE 2019</p>
<p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p>	<p>We, KAGAME Paul, President of the Republic;</p>	<p>Nous, KAGAME Paul, Président de la République;</p>
<p>INTEKO ISHINGA AMATEGEKO YEMEJE NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA</p>	<p>THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA</p>	<p>LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA</p>
<p>INTEKO ISHINGA AMATEGEKO:</p>	<p>THE PARLIAMENT:</p>	<p>LE PARLEMENT:</p>
<p>Umutwe w'Abadepite, mu nama yawo yo ku wa 03 Ukuboza 2020;</p>	<p>The Chamber of Deputies, in its sitting of 03 December 2020;</p>	<p>La Chambre des Députés, en sa séance du 03 décembre 2020;</p>
<p>Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu</p>	<p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88,</p>	<p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015,</p>

<p>ningo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 122, iya 167, iya 168 n'ya 176;</p> <p>Imaze gusuzuma Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere, hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma y'Ubwami bwa Yorodaniya, yakorewe i <i>Aqaba</i>, mu Bwami bwa Yorodaniya, ku wa 3 Ukuboza 2019;</p> <p>YEMEJE:</p> <p><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</p> <p>Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere, hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma y'Ubwami bwa Yorodaniya, yakorewe i <i>Aqaba</i>, mu Bwami bwa Yorodaniya, ku wa 3 Ukuboza 2019, ari ku mugereka, yemerewe kwemezwa burundu.</p> <p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p> <p>Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.</p>	<p>90, 91, 93, 106, 120, 122, 167, 168 and 176;</p> <p>After consideration of the bilateral air services agreement between the Government of the Republic of Rwanda and the Government of the Hashemite Kingdom of Jordan, done at Aqaba, the Hashemite Kingdom of Jordan, on 3 December 2019;</p> <p>ADOPTS:</p> <p><u>Article One:</u> Approval for ratification</p> <p>The Bilateral air services agreement between the Government of the Republic of Rwanda and the Government of the Hashemite Kingdom of Jordan, done at Aqaba, the Hashemite Kingdom of Jordan, on 3 December 2019, in annex, is approved for ratification.</p> <p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p> <p>This Law was drafted in English, considered and adopted in Ikinyarwanda.</p>	<p>spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 122, 167, 168 et 176;</p> <p>Après examen de l'Accord bilatéral sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Royaume Hachémite de Jordanie, fait à Aqaba, le Royaume Hachémite de Jordanie, le 3 décembre 2019;</p> <p>ADOpte:</p> <p><u>Article premier:</u> Approbation pour ratification</p> <p>L'Accord bilatéral sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Royaume Hachémite de Jordanie, fait à Aqaba, le Royaume Hachémite de Jordanie, le 3 décembre 2019, en annexe, est approuvé pour ratification.</p> <p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p> <p>La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.</p>
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<p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p> <p>Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p><u>Article 3:</u> Commencement</p> <p>This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p><u>Article 3:</u> Entrée en vigueur</p> <p>La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
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<p>UMUGEREKA W'ITEGEKO N° 004 ter/2021 RYO KU WA 04/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA Y'UBWAMI BWA YORODANIYA, YAKOREWE I AQABA, MU BWAMI BWA YORODANIYA, KU WA 3 UKUBOZA 2019</p>	<p>ANNEX TO LAW N° 004 ter/2021 OF 04/02/2021 APPROVING RATIFICATION OF THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN, DONE AT AQABA, THE HASHEMITE KINGDOM OF JORDAN, ON 3 DECEMBER 2019</p>	<p>ANNEXE A LA LOI N° 004 ter/2021 DU 04/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU ROYAUME HACHÉMITE DE JORDANIE, FAIT À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 3 DÉCEMBRE 2019</p>
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BILATERAL AIR SERVICE AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN

Preamble

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Preamble

The Governments of the Republic of Rwanda and Hashemite Kingdom of Jordan (hereinafter referred to as the Contracting Parties);

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

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

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

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

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

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

Have agreed as follows:

ARTICLE 1 DEFINITIONS

1. For the purpose of this Agreement and its Annex, unless the context otherwise requires:
- a) **'Aeronautical authorities'** means in the case of the Republic of Rwanda, the Ministry in charge of Civil Aviation and in the case of the Hashemite Kingdom of Jordan, Civil Aviation Regulatory Commission, or in both cases any other authority or person empowered to perform the functions now exercised by the said authorities;
 - b) **'Agreed services'** means regular air services for the transportation of passengers, cargo and mail on the routes specified in the Annex to this agreement;
 - c) **'Agreement'** means this Agreement, its Annex and any amendments thereto;
 - d) **'Aircraft equipment', 'Aircraft stores' and 'Spare parts'** have the meanings assigned to them in Annex 9 to the Convention;
 - e) **'Air service', 'international air Services', 'airline(s)', and 'stop for non traffic purposes'** have the meanings assigned to them in Article 96 of the Convention;
 - f) **'Air transportation'** means the public carriage by aircraft of passengers, baggage, cargo and mail separately or in combination, for remuneration or hire;
 - g) **'Capacity'** is the amount(s) of services provided under the agreement, usually measured in the number of flights (frequencies) or seats or tons of cargo offered in a market (city pair, or country-to-country) or on a route during a specific period, such as daily, weekly, seasonally or annually;
 - h) **'Code sharing'** means a commercial arrangement between airlines whereby one airline sells seats, under its own name by use of the flight designator code, on another airline's flight.
 - i) **'Convention'** means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944,

and includes any Annex adopted under Article 90 of that Convention, and any amendment of the Annexes or Convention under Articles 90 and 94, insofar as such Annexes and amendments have become effective for both Parties;

- j) **‘Designated airline’** means an airline which has been designated and authorized in accordance with Article 3 (Designation and Authorisation) of this Agreement;
- k) **‘International air transportation’** is air transportation in which the passengers, baggage, cargo and mail which are taken on board in the territory of one State are destined to another State;
- l) **‘Schedule services’** means those services operated regularly by designated 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 any fare, rate or charge for the carriage of passengers, baggage and/or cargo in air transportation charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;
- o) **‘Territory’** in relation to a State has the meaning assigned to it in Article 2 of the Convention;
- p) **‘User charges’** means a charge made to airlines by the competent authorities, or permitted by them to be made, for the provision of airport property or facilities or of air navigation facilities, or aviation security facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo.

ARTICLE 2

GRANT OF RIGHTS

1. Each Party grants to the other Party the rights specified in this Agreement for the purpose of operating international air services on the routes specified in the Annex (Route Schedule) to this Agreement.
2. Subject to the provisions of this Agreement, the airline(s) designated by each Contracting Party shall enjoy the following rights:
 - a) the right to fly across the territory of the other Contracting Party without landing;
 - b) the right to make stops in the territory of the other Contracting Party for non-traffic purposes;
 - c) the right to make stops at the point(s) on the route(s) specified in the Route Schedule to this Agreement for the purpose of taking on board and discharging international traffic in passengers, cargo and mail, separately or in combination.
3. Nothing in paragraph 2 shall be deemed to confer on the designated airline(s) of one Contracting Party the privilege of taking on board, in the territory of the other Contracting Party, passengers, cargo and mail for remuneration and destined for another point in the territory of the other Contracting Party.
4. If because of armed conflict, political disturbances or developments or special and unusual circumstances a designated airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangement of routes as is mutually decided by the Contracting Parties.

ARTICLE 3

DESIGNATION AND AUTHORIZATION

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party, one or more airlines to operate the agreed services in accordance with this Agreement and to withdraw or alter such designation.
2. On receipt of such a designation, and on application from the designated airline, each Contracting Party shall, grant the appropriate operating authorizations with minimum procedural delay, provided:
 - a) the designated airline has its principal place of business and permanent residence in the territory of the designating Contracting Party;
 - b) the substantial ownership and effective control of the designated airlines are vested in the Contracting Party designating the Airline(s) or in its nationals;
 - c) the Contracting Party designating the airline has and maintains effective regulatory control of the airline; and
 - d) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Contracting Party receiving the designation;
3. When an airline has been so designated and authorized, it may begin at any time to operate the agreed services in whole or in part, provided that the airline complies with the applicable provisions of this Agreement.

ARTICLE 4
WITHHOLDING, REVOCATION AND LIMITATION OF AUTHORIZATION

1. Each Contracting Party shall have the right to withhold the authorizations referred to in Article 3 of this Agreement with respect to an airline designated by the other Contracting Party, and to revoke, suspend or impose conditions on such authorizations:
 - a) in the event that they are not satisfied that the designated airline has its principal place of business and permanent residence in the territory of the designating Contracting Party;
 - b) the substantial ownership and effective control of the Designated Airlines are vested in the Contracting Party designating the Airline(s) or in its nationals;
 - c) 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
 - d) in the event of failure by such designated airline to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Contracting Party receiving the designation; and
2. Unless immediate action is essential to prevent infringement of the laws and regulations referred to above or unless safety or security requires action in accordance with the provisions of Article 6 (Safety) and Article 7 (Security), the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations between the Contracting Parties in conformity with Article 24 (Consultation) of this Agreement.

ARTICLE 5
APPLICATION OF LAWS

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

ARTICLE 6

SAFETY

1. Each Contracting Party may request consultations at any time concerning safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, aircrew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of that request.
2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 that meet the Standards established at that time pursuant to the Convention, the other Contracting Party shall be notified of such findings and of the steps considered necessary to conform with those Standards. The other Contracting Party shall then take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such longer period as may be agreed, shall be ground for the application of Article 4 of this Agreement.
3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Contracting Party, on service to or from the territory of another Contracting Party, may, while within the territory of the other Contracting Party be the subject of a search (in this Article called "ramp inspection") by the authorized representatives of the other Contracting Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of this search shall be to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that of the equipment and the condition of the aircraft conform to the Standards established at that time pursuant to the Convention.
4. If any such ramp inspection or series of ramp inspections referred to in paragraph 3 gives rise to:
 - a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; or

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

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

- 5. When urgent action is essential to ensure the safety of an airline operation, each Contracting Party reserves the right to immediately suspend or vary the operating authorization of the designated airline or airlines of the other Contracting Party
- 6. Any action by one Contracting Party in accordance with paragraph 5 above shall be discontinued once the basis for taking that action ceases to exist.

ARTICLE 7

AVIATION SECURITY

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

required by the other Party for entry into, departure from, or while within, the territory of that other Party.

7. Each Contracting Party shall ensure that measures are effectively applied within its territory to protect the aircraft and to security screen passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party also give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.
8. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.
9. Each Contracting Party shall have the right, within sixty (60) days following notice, for its aeronautical authorities to conduct an assessment in the territory of the other Contracting Party of the security measures being carried out, or planned to be carried out, by aircraft operators in respect of flights arriving from, or departing to the territory of the first Contracting Party. The administrative arrangements for the conduct of such assessments shall be agreed between the aeronautical authorities and implemented without delay so as to ensure that assessments will be conducted expeditiously.
10. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the first Contracting Party may request immediate consultations. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for withholding, revoking, suspending or imposing conditions on the authorizations of the airline or airlines designated by the other Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the first Party may take interim action at any time.

ARTICLE 8
RECOGNITION OF CERTIFICATES

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

ARTICLE 9
FAIR COMPETITION

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

ARTICLE 10 CAPACITY

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

ARTICLE 11
APPROVAL OF SCHEDULES

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

ARTICLE 12 STATISTICS

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

ARTICLE 13

CODESHARE/COOPERATIVE ARRANGEMENTS

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

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

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

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

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

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

4. It is the common understanding of both Contracting Parties that code-sharing services are not counted against the frequency entitlement of the marketing airline.

ARTICLE 14
NON-NATIONAL PERSONNEL AND ACCESS TO LOCAL SERVICES

1. The designated airline of each Contracting Party shall be allowed to bring into and to maintain in the territory of the other Contracting Party their representatives and managerial, operational and technical staff of any nationality as required in connection with the operation of agreed services.
2. Such representatives and staff requirements mentioned in paragraph 1 above may, at the option of the designated airline, be satisfied by its own personnel of any nationality or by using the services of any other airline, organization or company operating in the territory of the other Contracting Party and authorized to perform such services for other airlines.
3. Subject to the laws and regulations in force, each Contracting Party shall, with the minimum procedural delay, facilitate the issuance of the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article.

ARTICLE 15
SALE AND MARKETING OF AIR SERVICE PRODUCTS

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

ARTICLE 16
GROUND HANDLING

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

ARTICLE 17

TARIFFS

1. Each Contracting Party shall allow tariffs for air transportation to be established by each designated airline based upon commercial considerations in the marketplace. Intervention by the Contracting Parties shall be limited to:-
 - (a) prevention of tariffs whose application constitutes anti-competitive behavior which has or is likely to or intended to have the effect of crippling a competitor or excluding a competitor from a route;
 - (b) protection of consumers from tariffs that are unreasonably high or restrictive due to the abuse of a dominant position; and
 - (c) protection of designated airlines from tariffs that are artificially low.
2. Tariffs for international air transportation between the territories of the Contracting Parties shall not be required to be filed. Notwithstanding the foregoing, the designated airlines of the Contracting Parties shall continue to provide immediate access, on request, to information on historical, existing, and proposed tariffs to the Aeronautical Authorities of the Contracting Parties in a manner and format acceptable to those Aeronautical Authorities.
3. If either Contracting Party believes that any such tariff is inconsistent with the considerations set forth in paragraph 1 of this Article, it shall request for consultations and notify the other Contracting Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than thirty (30) days after receipt of the request, and the Contracting Parties shall cooperate in securing information necessary for reasoned resolution of the issue.

ARTICLE 18 CUSTOMS DUTIES

1. Each Contracting Party shall on the basis of reciprocity exempt a designated airline of the other Contracting Party to the fullest extent possible under its national law from customs duties, excise taxes, inspection fees and other national duties and charges on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores and other items such as printed ticket stock, air waybills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed free of charge by that designated airline intended for use or used solely in connection with the operation or servicing of aircraft of the designated airline of such other Contracting Party operating the agreed services.
2. The exemptions granted by this Article shall apply to the items referred to in paragraph 1:
 - a) introduced into the territory of one Contracting Party by or on behalf of the designated airline of the other Contracting Party;
 - b) retained on board the aircraft of the designated airline of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party; or consumed during flight over that territory;
 - c) taken on board the aircraft of the designated airline of one Contracting Party in the territory of the other Contracting Party and intended for use in operating the agreed services;

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

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

ARTICLE 19
TRANSFER OF FUNDS

1. Each Contracting Party shall grant to the designated airlines of the other Contracting Party the right to transfer freely the excess of receipts over expenditure earned by such airlines in its territory in connection with the sale of air transportation, sale of other ancillary products and services as well as commercial interest earned on such revenues. Such transfers shall be effected in any convertible currency, in accordance with the foreign exchange regulations of the Contracting Party in the territory of which the revenue accrued.

ARTICLE 20
USER CHARGES

1. No Contracting Party shall impose or permit to be imposed, on the designated airline(s) of the other Contracting Party user charges higher than those imposed on its own designated airline(s) operating similar international air services.
2. Each Contracting Party shall encourage consultations between its competent charging authorities and the designated airlines using the services and facilities, where practicable through those airlines' representative organisations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their views before changes are made.

ARTICLE 21
LEASING

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

ARTICLE 22
INTERMODAL SERVICES

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

ARTICLE 23
EXCHANGE OF INFORMATION

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

ARTICLE 24
CONSULTATION

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

ARTICLE 25

SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle their dispute by bilateral negotiations.
2. If the Contracting Parties fail to reach a settlement by negotiation, the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be named by each Contracting Party and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party.
3. Each of the Contracting Parties shall designate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other Contracting Party of a diplomatic note requesting arbitration of the dispute and the third arbitrator shall be agreed upon within a further period of sixty (60) days.
4. If either of the Contracting Parties fails to designate its own arbitrator within the period of sixty (60) days or if the third arbitrator is not agreed upon within the period indicated, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators.
5. The arbitration tribunal shall determine its own appropriate procedures.
6. The Contracting Parties undertake to comply with any decision given under paragraph 2 of this Article.
7. Each Contracting Party shall bear the costs of the arbitrator appointed by it. The other costs of the tribunal shall be shared equally by the Contracting Parties.

ARTICLE 26
AMENDMENT OF AGREEMENT

1. If either Contracting Party considers it desirable to amend any provision of this Agreement, it shall notify the other Contracting Party in writing of the need for amendment.
2. Any amendment to this Agreement agreed upon by the Contracting Parties, shall enter into force upon the completion of the exchange of diplomatic notes confirming such agreement.
3. Notwithstanding the provisions of paragraph 2 above, any amendment of the Annex to this Agreement shall be agreed upon in writing between the Aeronautical Authorities of the Contracting Parties and shall enter into force on the date to be determined by the said Authorities.

ARTICLE 27
MULTILATERAL CONVENTIONS

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

ARTICLE 28
REGISTRATION

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

ARTICLE 29
TERMINATION

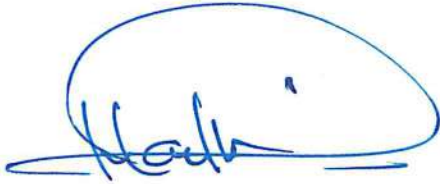
1. Either Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall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

ARTICLE 30
ENTRY INTO FORCE

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

IN WITNESS WHEREOF the undersigned being duly authorized thereto by their respective Governments, have signed this Agreement in the English Language and Arabic all the texts being equally authentic. In the case of the divergence of interpretation the English text shall prevail.

Done at Agabo on this 3rd day of Dec' of the year 2019.



For The Government Of The Hashemite
Kingdom Of Jordan



For The Government Of The Republic
Of Rwanda

ANNEX

ROUTE SCHEDULE

Section 1

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

DEPARTURE POINTS IN RWANDA	INTERMEDIATE POINTS	POINTS IN JORDAN	BEYOND POINTS
Any points	Any points	Any points	Any points

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

DEPARTURE POINTS IN JORDAN	INTERMEDIATE POINTS	POINTS IN RWANDA	BEYOND POINTS
Any points in	Any points	Any points	Any points

Section 2

Operational flexibility

The designated airlines of either Contracting Party may, on any or all flights and at its option:

- a) operate flights in either or both directions;
- b) combine different flight numbers within one aircraft operation;
- c) serve intermediate and beyond points on the routes in any combination and in any order;
- d) omit stops at any point or points; and
- e) transfer traffic (including codesharing operations) from any of its aircraft to any of its other aircraft at any point on the routes.

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 004 ter/2021 ryo ku wa 04/02/2021 ryemera kwemeza burundu Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere, hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma y'Ubwami bwa Yorodaniya, yakorewe i <i>Aqaba</i>, mu Bwami bwa Yorodaniya, ku wa 3 Ukuboza 2019</p>	<p>Seen to be annexed to Law n° 004 ter/2021 of 04/02/2021 approving ratification of the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Hashemite Kingdom of Jordan, done at <i>Aqaba</i>, the Hashemite Kingdom of Jordan, on 3 December 2019</p>	<p>Vu pour être annexé à la loi n° 004 ter/2021 du 04/02/2021 approuvant la ratification de l'Accord bilatéral sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Royaume Hachémite de Jordanie, fait à <i>Aqaba</i>, le Royaume Hachémite de Jordanie, le 3 décembre 2019</p>
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Kigali, 04/02/2021

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

<p>ITEKA RYA PEREZIDA N° 043/01 RYO KU WA 26/03/2021 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA LETA YA KUWAIT NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YASHYIRIWEHO UMUKONO I MONTREAL, KU WA 26 NZERI 2019</p> <p style="text-align: center;"><u>ISHAKIRO</u></p> <p><u>Ingingo ya mbere:</u> Kwemeza burundu</p> <p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p><u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa</p>	<p>PRESIDENTIAL ORDER N° 043/01 OF 26/03/2021 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE STATE OF KUWAIT AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED IN MONTREAL, ON 26 SEPTEMBER 2019</p> <p style="text-align: center;"><u>TABLE OF CONTENTS</u></p> <p><u>Article One:</u> Ratification</p> <p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p><u>Article 3:</u> Commencement</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 043/01 DU 26/03/2021 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE L'ÉTAT DU KOWEÏT ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À MONTRÉAL, LE 26 SEPTEMBRE 2019</p> <p style="text-align: center;"><u>TABLE DES MATIÈRES</u></p> <p><u>Article premier:</u> Ratification</p> <p><u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté</p> <p><u>Article 3:</u> Entrée en vigueur</p>
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<p>ITEKA RYA PEREZIDA N° 043/01 RYO KU WA 26/03/2021 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA LETA YA KUWAIT NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YASHYIRIWEHO UMUKONO I MONTREAL, KU WA 26 NZERI 2019</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>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;</p> <p>Dushingiye ku Itegeko n° 001 ter/2021 ryo ku wa 04/02/2021 ryemera kwemeza burundu Amasezerano ajyanye no Gutwara Abantu n'Ibintu mu Kirere hagati ya Guverinoma ya Leta ya Kuwait na Guverinoma ya Repubulika y'u Rwanda, yakorewe i Montreal, muri Canada, ku wa 26 Nzeri 2019;</p> <p>Tumaze kubona Amasezerano ajyanye no Gutwara Abantu n'Ibintu mu Kirere hagati ya Guverinoma ya Leta ya Kuwait na</p>	<p>PRESIDENTIAL ORDER N° 043/01 OF 26/03/2021 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE STATE OF KUWAIT AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED IN MONTREAL, ON 26 SEPTEMBER 2019</p> <p>We, KAGAME Paul, President of the Republic;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;</p> <p>Pursuant to Law n° 001 ter/2021 of 04/02/2021 approving the ratification of the Air Services Agreement between the Government of the State of Kuwait and the Government of the Republic of Rwanda, done in Montreal, in Canada, on 26 September 2019;</p> <p>Considering the Air Services Agreement between the Government of the State of Kuwait and the Government of the Republic</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 043/01 DU 26/03/2021 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE L'ÉTAT DU KOWEÏT ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À MONTRÉAL, LE 26 SEPTEMBRE 2019</p> <p>Nous, KAGAME Paul, Président de la République;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;</p> <p>Vu la Loi n° 001 ter/2021 du 04/02/2021 approuvant la ratification de l'Accord sur les Services Aériens entre le Gouvernement de l'État du Koweït et le Gouvernement de la République du Rwanda, fait à Montréal, au Canada, le 26 septembre 2019;</p> <p>Considérant l'Accord sur les Services Aériens entre le Gouvernement de l'État du Koweït et le Gouvernement de la</p>
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<p>Guverinoma ya Repubulika y'u Rwanda, yashyiriweho umukono i Montreal, ku wa 26 Nzeri 2019;</p> <p>Bisabwe na Minisitiri w'Ibikorwa Remezo;</p> <p>Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;</p> <p>TWATEGETSE KANDI DUTEGETSE:</p> <p><u>Ingingo ya mbere: Kwemeza burundu</u></p> <p>Amasezerano ajyanye no Gutwara Abantu n'Ibintu mu Kirere hagati ya Guverinoma ya Leta ya Kuwait na Guverinoma ya Repubulika y'u Rwanda, yashyiriweho umukono i Montreal, ku wa 26 Nzeri 2019, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.</p> <p><u>Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka</u></p> <p>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.</p>	<p>of Rwanda, signed in Montreal, on 26 September 2019;</p> <p>On proposal by the Minister of Infrastructure;</p> <p>After consideration and approval by the Cabinet meeting;</p> <p>HAVE ORDERED AND ORDER:</p> <p><u>Article One: Ratification</u></p> <p>The Air Services Agreement between the Government of the State of Kuwait and the Government of the Republic of Rwanda, signed in Montreal, on 26 September 2019, annexed to this Order, is ratified and becomes fully effective.</p> <p><u>Article 2: Authorities responsible for the implementation of this Order</u></p> <p>The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.</p>	<p>République du Rwanda, signé à Montréal, le 26 septembre 2019;</p> <p>Sur proposition du Ministre des Infrastructures;</p> <p>Après examen et adoption par le Conseil des Ministres;</p> <p>AVONS ARRÊTÉ ET ARRÊTONS:</p> <p><u>Article premier: Ratification</u></p> <p>L'Accord sur les Services Aériens entre le Gouvernement de l'État du Koweït et le Gouvernement de la République du Rwanda, signé à Montréal, le 26 septembre 2019, annexé au présent arrêté, est ratifié et sort son plein et entier effet.</p> <p><u>Article 2: Autorités chargées de l'exécution du présent arrêté</u></p> <p>Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.</p>
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<p><u>Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa</u></p> <p>Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p><u>Article 3: Commencement</u></p> <p>This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p><u>Article 3: Entrée en vigueur</u></p> <p>Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
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Kigali, 26/03/2021

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

<p>UMUGEREKA W'ITEKA RYA PEREZIDA N° 043/01 RYO KU WA 26/03/2021 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA LETA YA KUWAIT NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YASHYIRIWEHO UMUKONO I MONTREAL, KU WA 26 NZERI 2019</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 043/01 OF 26/03/2021 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE STATE OF KUWAIT AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED IN MONTREAL, ON 26 SEPTEMBER 2019</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 043/01 RYO KU WA 26/03/2021 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE L'ÉTAT DU KOWEÏT ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À MONTRÉAL, LE 26 SEPTEMBRE 2019</p>
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AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF THE
STATE OF KUWAIT
AND
THE GOVERNMENT OF THE
REPUBLIC OF RWANDA

**AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF THE STATE OF KUWAIT
AND
THE GOVERNMENT OF THE REPUBLIC OF RWANDA**

The Government of the State of Kuwait and the Government of the Republic of Rwanda, hereinafter called the Contracting Parties,

Desiring to foster the development of Air Services between the State of Kuwait and the Republic of Rwanda and to promote in the greatest possible measure international co-operation in this field,

Desiring to apply to these services the principles and provisions of the Convention on International Civil Aviation and of the International Air Services Transit Agreement opened for signature at Chicago on the seventh day of December 1944,

Have agreed as follows:

**Article 1
DEFINITIONS**

For the purpose of this Agreement, unless the text otherwise requires: -

- a) **"The Convention"** means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944, and includes any annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof so far as these Annexes and amendments have been adopted by both Contracting Parties;
- b) **"Agreement"** means this Agreement, the Annex attached thereto, and any modifications to the Agreement or to the Annex;
- c) **"Aeronautical Authorities"** means in the case of the State of Kuwait, the Directorate General of Civil Aviation, in the case of the Republic of Rwanda, Rwanda Civil Aviation Authority, or in both cases any other person or agency authorised to perform the functions exercised at present by the said authorities;

- d) **"Designated Airline"** means any airline that one 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 the agreed air services on the routes specified in accordance with Article 2 of this Agreement;
- e) **"Territory" "Air Service" "International Air Service" "Stop For Non Traffic Purposes" and "Airline"** shall for the purpose of this Agreement, have the meaning laid down in Articles 2 and 96 of the Convention;
- f) **"Capacity"** means: -
 - I) in relation to an aircraft, the payload of that aircraft available on a route or a section of a route.
 - II) in relation to a specified air service, the capacity of the aircraft used on such service multiplied by the frequency operated by such aircraft over a given period on a route or a section of a route.
- g) **"Tariff"** means the prices to be paid for the carriage of passengers, baggage and freight and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail;
- h) **"Schedule"** means the route schedule annexed to this Agreement or as amended in accordance with the provisions of paragraph (3) of Article 16 of this Agreement. The Schedule forms an integral part of this Agreement and all references to the Agreement shall include reference to the Schedule except where provided in this Agreement.
- i) **"User Charge"** means a charge made to airlines for the provision of airport, air navigation or aviation security property, or facilities.

Article 2 GRANT OF RIGHTS

- 1) Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement to enable its designated airline(s) to establish and operate international air services on the routes specified in the appropriate section of the Schedule thereto (hereinafter called "**AGREED SERVICES**" and "**SPECIFIED ROUTES**" respectively).
- 2) Subject to the provisions of this Agreement, the designated airline(s) of each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following privileges:
 - a) To fly without landing across the territory of the other Contracting Party,
 - b) To make stops in the said territory for non-traffic purposes, and
 - c) To make stops in the said territory at the point or points specified for that route in the Schedule for the purpose of discharging and of taking on international traffic in passengers, mail and cargo.
- 3) Nothing in paragraph 1 of this Article shall be deemed to confer on a designated airline(s) of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo and mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

Article 3
DESIGNATION AND AUTHORISATION

- 1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party an airline or airlines for the purpose of operating the agreed services on specified routes.
- 2) The agreed services on the specified routes may be started at any time, provided:
 - a) The Contracting Party to whom the rights specified in Article 2 of this Agreement have been granted, has designated an airline or airlines in writing, and
 - b) The Contracting Party granting these rights has authorized the designated airline(s) to initiate the air services.
- 3) The Contracting Party granting these rights shall, subject to the provisions of paragraphs (4) and (5) of this Article, give without undue delay the said authorization to operate the agreed services, provided that a tariff in respect of the agreed services shall have been established in accordance with the provisions of Article 13 of this Agreement.
- 4) The airline (s) designated by either Contracting Party may be required to satisfy the other Contracting Party that it is qualified to fulfill the conditions prescribed by the laws and regulations normally and reasonably applied by this Contracting Party to the operation of international air services in conformity with the provisions of the Convention.
- 5) Each Contracting Party may withhold the exercise of the privileges provided for in Article 2 of this Agreement from an airline designated by the other Contracting Party if such airline is not able to prove upon request that substantial ownership and effective control of such airline are vested in the Contracting Party designating the airline or in its nationals or corporations.

Article 4
REVOCATION, LIMITATION AND IMPOSITION
OF CONDITIONS

- 1) Each Contracting Party shall have the right to suspend the exercise by the designated airline(s) of the other Contracting Party of the privileges specified in Article 2 of this Agreement or to impose such conditions as it may deem necessary on the exercise by that airline(s) of those privileges where the airline(s) fails to comply with the laws or regulations of the Contracting Party granting those privileges or otherwise fails to operate in accordance with the conditions prescribed in this Agreement; provided that, unless immediate suspension or imposition of conditions is considered necessary to prevent further infringement of laws or regulations or is in the interest of aviation safety, such right shall be exercised only after consultation with the other Contracting Party in accordance with Article 16 of this Agreement.
- 2) In the event of action by one Contracting Party under this Article, the other rights of both Contracting Parties shall not be prejudiced.

Article 5
AIRPORTS AND FACILITY USER CHARGES

Each of the Contracting Parties may impose and/or permit to be imposed just and reasonable charges for the use of airports and other facilities under its control.

The Charges imposed in the territory of either Contracting Party for the use of airports and other aviation facilities on the aircraft of the designated airline(s) of the other Contracting Party shall not be higher than those imposed on aircraft of the national airline(s) engaged in similar international air services.

Article 6
EXEMPTIONS FROM CUSTOM DUTIES
AND OTHER CHARGES

- 1) Aircraft operated on international air services by the designated airline(s) of one Contracting Party, as well as their regular equipment, spare parts, supplies of fuels and lubricants and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.
- 2) Supplies of fuels, lubricants, spare parts, regular equipment and aircraft stores introduced in the territory of each Contracting Party or on behalf of the designated airline(s) of the other Contracting Party or taken on board the aircraft operated by such designated airline(s) and intended solely for use in the operation of international air services shall be exempt from all national duties and charges, including customs duties and inspection fees imposed in the territory of the first Contracting Party, even when those supplies are to be used on the parts of the journey performed over the territory of the Contracting Party in which they are taken on board. The materials referred to above may be required to be kept under customs supervision or control.
- 3) The regular airborne equipment, spare parts, aircraft stores and supplies of fuels and lubricants retained on board the aircraft of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that Contracting Party, who may require that those materials be placed under their supervision up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.
- 4) Moveable properties of the designated airline(s) of one Contracting Party such as office equipment, stationery, travel documents including airline tickets, airway bills as well as publicity material and give-away items, introduced in the territory of the other Contracting Party shall be exempt from all customs duties, inspection fees and other duties or taxes.

Article 7
FINANCIAL PROVISIONS

Either Contracting Party undertakes to grant the designated airline(s) of the other Contracting Party the right of free transfer, at the official rate of exchange, of the excess of receipts over expenditure achieved in its territory in connection with the carriage of passengers, baggage, mail shipments and freight by the designated airline(s) of the other Contracting Party. Whenever the payments system between the Contracting Parties is governed by a special agreement, that agreement shall apply.

Article 8

TECHNICAL AND COMMERCIAL REPRESENTATION

- 1) The designated airline(s) of one Contracting Party shall have the right to maintain its own representation in the territory of the other Contracting Party.
- 2) The designated airline(s) of one Contracting Party may, in accordance with the laws and regulations of the other Party relating to entry, residence and employment, bring in and maintain in the territory of the other Contracting Party managerial sales, technical, operational and other specialist staff required for the provision of air services.
- 3) In case of nomination of a general agent or general sales agent, this agent shall be appointed in accordance with the relevant applicable laws and regulations of each Contracting Party.
- 4) In accordance with the national laws and regulations applicable at each Contracting Party, each designated airline shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party directly or through its agents and any person shall be able to purchase such transportation.

Article 9
ENTRY AND CLEARANCE REGULATIONS

- 1) The laws, rules and regulations in force at one Contracting Party relating to entry into or departure from its territory of passengers, crew, cargo and mail of aircraft (such as regulation relating to entry, clearance, immigration, passports, customs and quarantine) shall be applicable to the passengers, crew, cargo and mail of the aircraft of an airline designated by the other Contracting Party while in the territory of the first Contracting Party.
- 2) The laws and regulations of a Contracting Party relating to the admission to, stay in, or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of both Contracting Parties without distinction as to nationality, and shall be complied with by such aircraft upon entering or departing from or while within the territory of that Contracting Party.
- 3) Passengers, baggage, cargo and mail in transit across the territory of a Contracting Party shall be subject to a simplified form of customs and/or immigration control. Baggage, cargo and mail shall be exempt from customs duties, inspection fees and other national duties and charges if in direct transit.

Article 10 FAIR COMPETITION AMONG AIRLINES

- 1) There shall be fair and equal opportunity for the designated airline(s) of each Contracting Party to operate the agreed services on any specified route in accordance with Article 2 of this Agreement between their respective territories.
- 2) In the operation of the agreed services on the specified routes in accordance with Article 2 of this Agreement, the designated airline(s) of either Contracting Party shall take into account the interests of the designated airline(s) of the other Contracting Party so as not to affect unduly the air services which the latter airline operates over the whole routes or parts thereof.
- 3) The agreed services provided by a designated airline shall retain, as their primary objective, the provision, at a reasonable load factor, of capacity adequate to meet the current and reasonably anticipated requirements for the carriage of passengers, mail and cargo, originating from or destined for the territory of the Contracting Party designating the airline. The right of the designated airline(s) of either Contracting Party to embark or to disembark at the point in the territory of the other Contracting Party international traffic destined for or coming from third countries shall be in accordance with the principles that such traffic will be of a supplementary character and capacity shall be related to:
 - a) Traffic demands between the territory of the Contracting Party designating the airline(s) and the points on the specified routes;
 - b) traffic requirements of the areas through which the airline passes, after taking account of other air services operated by the airlines of the states comprising the area, and
 - c) the requirements of through airline operation.
- 4) Each Contracting Party shall allow the Designated Airlines to determine the capacity and the number of frequencies to be operated based upon commercial consideration in the market place. Consistent with this right, neither Contracting Party shall unilaterally limit the volume of traffic, frequencies nor regularity of service or the aircraft type(s) operated by the designated airlines of the other Contracting Party, except as may be required for customs, technical, operational or environmental requirements under uniform conditions consistent with Article 15 of the Convention.

Article 11
APPROVAL OF FLIGHT SCHEDULES

- 1) The designated airlines shall communicate to the Aeronautical Authorities of the Contracting Parties not later than thirty days prior to the initiation of the agreed services on the specified routes in accordance with Article 2 of this Agreement, the type of service, the types of aircraft to be used and the flight schedules. This shall likewise apply to later changes as well as before each summer and winter schedule.
- 2) The Aeronautical Authorities receiving such flight schedules shall normally approve the schedules or suggest modifications thereto. In any case the designated airlines shall not commence their services before the schedules are approved by the Aeronautical Authorities concerned. This provision shall likewise apply to later changes.

Article 12
INFORMATION AND STATISTICS

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 for information purposes. Such data shall include all information required to determine the amount of traffic carried.

Article 13

ESTABLISHMENT OF TARIFFS

- 1) The tariffs on any agreed service shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit, the characteristics of each service and the tariffs charged by other airlines.
- 2) The tariffs referred to in paragraph 1 of the this Article shall, if possible, be established by mutual agreement between the designated airlines of both Contracting Parties in consultation with the other airlines operating over the whole or part of the same route. The designated airlines shall, wherever possible, reach such an agreement through the rate-fixing machinery of the International Air Transport Association or such other similar International organization.
- 3) The tariffs so agreed shall be subject to the approval of the aeronautical authorities of the Contracting Parties and shall be submitted to them at least thirty (30) days before the proposed date of their introduction. In special cases, this time limit may be reduced, subject to the agreement of the said authorities.
- 4) If the designated airlines cannot agree, or if the tariffs are not approved by the aeronautical authorities of one Contracting Party, the aeronautical authorities of both Contracting Parties shall endeavor to determine the tariffs by mutual agreement.
- 5) In default of such agreement the dispute shall be submitted to arbitration as provided for in Article 17 of the present Agreement.
- 6) The tariffs already established shall remain in force until new tariffs have been fixed in accordance with the provisions of this Article or Article 22 of the present Agreement.

Article 14

AVIATION SAFETY

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

The Contracting Party carrying out the inspection shall, for the purposes

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

- 5) In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the airline(s) of one Contracting Party in accordance with paragraph 3 of this Article above is denied by the representative of that airline, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph 4 of this Article above arise and draw the conclusions referred in that paragraph.
- 6) Each Contracting Party reserves the right to suspend or vary the operating authorization of an airline of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.
- 7) Any action by one Contracting Party in accordance with paragraphs 2 or 6 of this Article above shall be discontinued once the basis for the taking of that action ceases to exist.
- 8) 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 services provided for in this Agreement, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which are or may be established pursuant to the Convention. Each Contracting Party reserves the right, however to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licenses granted to its own nationals or rendered valid for them by the other Contracting Party or by any other State.
- 9) If the privileges or condition of the licenses or certificates referred to in paragraph 8 of this Article above, issued by the Aeronautical

Authorities of one Contracting Party to any person or designated airline(s) or in respect of an aircraft operating the agreed services on the specified routes would permit a difference from the standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization, the Aeronautical Authorities of the other Contracting Party may request consultations in accordance with Article 16 of this Agreement with the Aeronautical Authorities of that Contracting Party with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach a satisfactory agreement will constitute grounds for the application of Article 4 of this Agreement.

Article 15

AVIATION SECURITY

- 1) The Contracting Parties reaffirm, consistent with their rights and obligations under international law, that their obligations to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, its Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, and any other convention on aviation security to which the Contracting Parties shall become party.
- 2) The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.
- 3) The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security standards and, so far as they are applied by them, the Recommended Practices established by the International Civil Aviation Organization and designated as Annexes to the Convention; and shall require that operators of aircraft of their registry, operators 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. In this paragraph the reference to aviation security Standards includes any difference notified by the Contracting Party concerned.
- 4) Each Contracting Party shall ensure that effective measures are taken within its territory to protect aircraft, to screen passengers and their carry-on items, and to carry out appropriate checks on crew, cargo (including hold baggage) and aircraft stores prior to and during boarding or loading and that those measures are adjusted to meet the increase in the threat. Each Contracting Party agrees that its designated

airline(s) may be required to observe the aviation security provisions referred to in paragraph (3) required by the other Contracting Party for entrance into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall also act favorably upon any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

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

Article 16
CONSULTATIONS AND MODIFICATIONS

- 1) Exchange of views shall take place as needed between the Aeronautical Authorities of the Contracting Parties in order to achieve closer cooperation and agreement in all matters pertaining to the application of this Agreement.
- 2) Each Contracting Party may at any time request consultations with the other Contracting Party for the purpose of amending this Agreement or the Schedule. Such consultations shall begin within a period of 60 days from the date of receipt of such request. Any amendment to this Agreement agreed to as a result of such consultations shall be approved by each Contracting Party in accordance with its constitutional procedures and shall enter into force on the date of exchange of diplomatic notes indicating such approval.
- 3) If the amendment relates only to the Schedule, the consultations shall be between the Aeronautical Authorities of both Contracting Parties. When these authorities agree on a new or revised Schedule, the agreed amendments shall come into force as soon as they have been confirmed by an exchange of diplomatic notes.

Article 17
SETTLEMENT OF DISPUTES

- 1) If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavor to settle it by negotiations between themselves.
- 2) If the Contracting Parties fail to reach within 60 days a settlement by negotiations they shall refer the dispute for decision to a person or body or at the request of one of the Contracting Parties to an arbitration tribunal. The arbitration tribunal shall be composed as follows:
 - a) Each Contracting Party shall nominate an arbitrator; if one Contracting Party fails to nominate its arbitrator within 60 days, such arbitrator shall be nominated by the President of the Council of the International Civil Aviation Organization at the request of the other Contracting Party.
 - b) The third arbitrator, who shall be a national of a third state and who shall preside over the arbitration tribunal, shall be nominated either,
 1. by agreement between the Contracting Parties; or
 2. if within 60 days the Contracting Parties do not so agree, by appointment of the President of the Council of the International Civil Aviation Organization by the request of either Contracting Party.
- 3) The arbitral tribunal shall reach its decisions by a majority of votes. Such decisions shall be binding on both Contracting Parties. Each Contracting Party shall bear the cost of his own member as well as of his representation in the arbitral proceedings; the cost of the Chairman and any other cost shall be borne in equal parts by the Contracting Parties. In all other respects, the arbitral tribunal shall determine its own procedure.

Article 18

TERMINATION

Either Contracting Party may at any time notify the other Contracting Party in writing through diplomatic channels of his decision to terminate this Agreement. A copy of the notice shall be sent simultaneously to the Secretary General of the International Civil Aviation Organization. If such notice is given, this Agreement shall terminate twelve months after the date of receipt by the other Contracting Party of the notice to terminate, unless by agreement between the Contracting Parties the notice under reference is withdrawn before the expiry of that period. If the other Contracting Party fails to acknowledge receipt, notice shall be deemed to have been received fourteen days after the date of the receipt by the Secretary General of the International Civil Aviation Organization of his copy.

Article 19

CONFORMITY WITH 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 paragraph (2) of Article 16 of this Agreement.

Article 20
REGISTRATION

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

Article 21
TITLES

Titles are inserted in this Agreement at the head of each Article for the purpose of reference and convenience and in no way to define, limit or describe the scope or intent of this Agreement.



Article 22
ENTRY INTO FORCE

This Agreement shall enter into force after fulfillment of the internal legal requirements by each Contracting Party, which shall notify each other of the fulfillment of such requirements through exchange of the diplomatic notes.

The Agreement shall come into force on the first day of the next month from the date of the receipt of the last notification.

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

Done on the 26/9/19 in Montreal, in two originals, each in the Arabic and English languages, all texts being equally authentic. However, in case of divergence of interpretation of this Agreement or its Annex, the English text shall prevail.

For The Government of The State of Kuwait 	For The Government of The Republic of Rwanda
Salman Sabah Al-Salem Al Homoud Al-Sabah President of Civil Aviation	Amb. Claver GATETE  The Minister of Infrastructure

Annex Route Schedule

Section 1:

Routes to be operated by the designated airlines of the State of Kuwait in both directions:

Points Behind	Points of Origin	Intermediate Points	Points of Destination	Points Beyond
Any Points	Points in the State of Kuwait	Any Points	Points in the Republic of Rwanda	Any Points

Section 2:

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

Points Behind	Points of Origin	Intermediate Points	Points of Destination	Points Beyond
Any Points	Points in the Republic of Rwanda	Any Points	Points in the State of Kuwait	Any Points

Notes:

- (i) Intermediate points and points beyond may, at the option of the designated airlines, be omitted on any or all flights provided that the agreed services on these routes begin and terminate at a point in the territory of the Contracting Party designating the airline.
- (ii) The designated airlines of either Contracting Party, on any or all flights, may exercise fifth freedom traffic rights at any of the intermediate and/or beyond points.

CODE-SHARE OPERATIONS

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

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

provided that all airlines in such arrangements:

- hold the appropriate authority;
- meet the requirements normally applied to such arrangements; such as protection and information to passenger for liability, and
- must, in respect of any ticket sold by it, make it clear to the purchaser at the point of sale which airline or airlines the purchaser is entering into a contractual relationship.

All code-share arrangements shall have the prior approval of the appropriate aeronautical authorities before implementation.

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 043/01 ryo ku wa 26/03/2021 ryemeza burundu Amasezerano ajyanye no Gutwara Abantu n'Ibintu mu Kirere hagati ya Guverinoma ya Leta ya Kuwait na Guverinoma ya Repubulika y'u Rwanda, yashyiriweho umukono i Montreal, ku wa 26 Nzeri 2019</p>	<p>Seen to be annexed to Presidential Order n° 043/01 of 26/03/2021 ratifying the Air Services Agreement between the Government of the State of Kuwait and the Government of the Republic of Rwanda, signed in Montreal, on 26 September 2019</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 043/01 43/01 du 26/03/2021 ratifiant l'Accord sur les Services Aériens entre le Gouvernement de l'État du Koweït et le Gouvernement de la République du Rwanda, signé à Montréal, le 26 septembre 2019</p>
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Kigali, 26/03/2021

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w’Intebe
Prime Minister
Premier Ministre

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

(sé)

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

<p>ITEKA RYA PEREZIDA N° 044/01 RYO KU WA 26/03/2021 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA REPUBULIKA YA ZIMBABWE NA REPUBULIKA Y'U RWANDA, YASHYIRIWEHO UMUKONO I AQABA MURI YORODANIYA, KU WA 5 UKUBOZA 2019</p> <p style="text-align: center;"><u>ISHAKIRO</u></p> <p><u>Ingingo ya mbere:</u> Kwemeza burundu</p> <p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p><u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa</p>	<p>PRESIDENTIAL ORDER N° 044/01 OF 26/03/2021 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE REPUBLIC OF ZIMBABWE AND THE REPUBLIC OF RWANDA, SIGNED AT AQABA, JORDAN, ON 5 DECEMBER 2019</p> <p style="text-align: center;"><u>TABLE OF CONTENTS</u></p> <p><u>Article One:</u> Ratification</p> <p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p><u>Article 3:</u> Commencement</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 044/01 DU 26/03/2021 RATIFIANT L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LA RÉPUBLIQUE DU ZIMBABWE ET LA RÉPUBLIQUE DU RWANDA, SIGNÉ À AQABA, JORDANIE, LE 5 DÉCEMBRE 2019</p> <p style="text-align: center;"><u>TABLE DES MATIÈRES</u></p> <p><u>Article premier:</u> Ratification</p> <p><u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté</p> <p><u>Article 3:</u> Entrée en vigueur</p>
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<p>ITEKA RYA PEREZIDA N° 044/01 RYO KU WA 26/03/2021 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA REPUBULIKA YA ZIMBABWE NA REPUBULIKA Y'U RWANDA, YASHYIRIWEHO UMUKONO I AQABA MURI YORODANIYA, KU WA 5 UKUBOZA 2019</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>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;</p> <p>Dushingiye ku Itegeko n° 002 ter/2021 ryo ku wa 04/02/2021 ryemera kwemeza burundu Amasezerano ajyanye no Gutwara Abantu n'Ibintu mu Kirere hagati ya Repubulika ya Zimbabwe na Repubulika y'u Rwanda, yakorewe i Aqaba, mu Bwami bwa Yorodaniya, ku wa 5 Ukuboza 2019;</p> <p>Tumaze kubona Amasezerano ajyanye no Gutwara Abantu n'Ibintu mu Kirere hagati ya Repubulika ya Zimbabwe na Repubulika y'u Rwanda, yashyiriweho umukono i</p>	<p>PRESIDENTIAL ORDER N° 044/01 OF 26/03/2021 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE REPUBLIC OF ZIMBABWE AND THE REPUBLIC OF RWANDA, SIGNED AT AQABA, JORDAN, ON 5 DECEMBER 2019</p> <p>We, KAGAME Paul, President of the Republic;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;</p> <p>Pursuant to Law n° 002 ter/2021 of 04/02/2021 approving the ratification of the Bilateral Air Services Agreement between the Republic of Zimbabwe and the Republic of Rwanda, done at Aqaba, the Hashemite Kingdom of Jordan, on 5 December 2019;</p> <p>Considering the Bilateral Air Services Agreement between the Republic of Zimbabwe and the Republic of Rwanda,</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 044/01 DU 26/03/2021 RATIFIANT L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LA RÉPUBLIQUE DU ZIMBABWE ET LA RÉPUBLIQUE DU RWANDA, SIGNÉ À AQABA, JORDANIE, LE 5 DÉCEMBRE 2019</p> <p>Nous, KAGAME Paul, Président de la République;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;</p> <p>Vu la Loi n° 002 ter/2021 du 04/02/2021 approuvant la ratification de l'Accord Bilatéral sur les Services Aériens entre la République du Zimbabwe et la République du Rwanda, fait à Aqaba, le Royaume Hachémite de Jordanie, le 5 décembre 2019;</p> <p>Considérant l'Accord Bilatéral sur les Services Aériens entre la République du Zimbabwe et la République du Rwanda,</p>
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<p>Aqaba muri Yorodaniya, ku wa 5 Ukuboza 2019;</p> <p>Bisabwe na Minisitiri w'Ibikorwa Remezo;</p> <p>Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;</p> <p>TWATEGETSE KANDI DUTEGETSE:</p> <p><u>Ingingo ya mbere: Kwemeza burundu</u></p> <p>Amasezerano ajyanye no Gutwara Abantu n'Ibintu mu Kirere hagati ya Repubulika ya Zimbabwe na Repubulika y'u Rwanda, yashyiriweho umukono i Aqaba muri Yorodaniya, ku wa 5 Ukuboza 2019, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.</p> <p><u>Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka</u></p> <p>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.</p>	<p>signed at Aqaba, Jordan, on 5 December 2019;</p> <p>On proposal by the Minister of Infrastructure;</p> <p>After consideration and approval by the Cabinet meeting;</p> <p>HAVE ORDERED AND ORDER:</p> <p><u>Article One: Ratification</u></p> <p>The Bilateral Air Services Agreement between the Republic of Zimbabwe and the Republic of Rwanda, signed at Aqaba, Jordan, on 5 December 2019, annexed to this Order, is ratified and becomes fully effective.</p> <p><u>Article 2: Authorities responsible for the implementation of this Order</u></p> <p>The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.</p>	<p>signé à Aqaba, Jordanie, le 5 décembre 2019;</p> <p>Sur proposition du Ministre des Infrastructures;</p> <p>Après examen et adoption par le Conseil des Ministres;</p> <p>AVONS ARRÊTÉ ET ARRÊTONS:</p> <p><u>Article premier: Ratification</u></p> <p>L'Accord Bilatéral sur les Services Aériens entre la République du Zimbabwe et la République du Rwanda, signé à Aqaba, Jordanie, le 5 décembre 2019, annexé au présent arrêté, est ratifié et sort son plein et entier effet.</p> <p><u>Article 2: Autorités chargées de l'exécution du présent arrêté</u></p> <p>Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.</p>
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<u>Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa</u>	<u>Article 3: Commencement</u>	<u>Article 3: Entrée en vigueur</u>
Iri teka ritangira gukurikizwa ku muni ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, 26/03/2021

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

<p>UMUGEREKA W'ITEKA RYA PEREZIDA N° 044/01 RYO KU WA 26/03/2021 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA REPUBULIKA YA ZIMBABWE NA REPUBULIKA Y'U RWANDA, YASHYIRIWEHO UMUKONO I AQABA MURI YORODANIYA, KU WA 5 UKUBOZA 2019</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 044/01 OF 26/03/2021 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE REPUBLIC OF ZIMBABWE AND THE REPUBLIC OF RWANDA, SIGNED AT AQABA, JORDAN, ON 5 DECEMBER 2019</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 044/01 DU 26/03/2021 RATIFIANT L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LA RÉPUBLIQUE DU ZIMBABWE ET LA RÉPUBLIQUE DU RWANDA, SIGNÉ À AQABA, JORDANIE, LE 5 DÉCEMBRE 2019</p>
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BILATERAL AIR SERVICES AGREEMENT

BETWEEN

THE REPUBLIC OF ZIMBABWE

AND

THE REPUBLIC OF RWANDA

Am

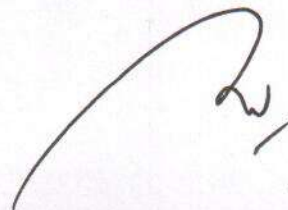
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Annex Route schedules

Preamble

The Republic of Zimbabwe and the Republic of Rwanda (hereinafter referred to as “the Contracting Parties”);

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

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

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

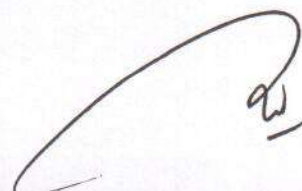
Recognizing that efficient and competitive international air services enhance trade, the welfare of consumers, and economic growth;

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

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

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

Have agreed as follows:



ARTICLE 1 DEFINITIONS

1. For the purpose of this Agreement and its Annexes, unless the context otherwise requires:
 - a) **'Aeronautical Authorities'** means: In case of the Republic of Rwanda, the Ministry in charge of civil aviation and in case of the Republic of Zimbabwe, the Ministry responsible for civil aviation, or in both cases any other authority or person empowered to perform the functions now exercised by the said authorities;
 - b) **'agreed services'** means: regular air services for the transportation of passengers, cargo and mail on the routes specified in the Annex to this agreement;
 - c) **'Agreement'** means this Agreement, its Annexes and any amendments thereto;
 - d) **'aircraft equipment', 'aircraft stores' and 'spare Parts'** have the meanings assigned to them in Annex 9 to the Convention;
 - e) **'air service', 'international air services', 'airline(s)', and 'stop for non traffic purposes'** have the meanings assigned to them in Article 96 of the Convention;
 - f) **'air transportation'** means the public carriage by aircraft of passengers, baggage, cargo and mail separately or in combination, for remuneration or hire;
 - g) **'capacity'** is the amount(s) of services provided under the Agreement, usually measured in the number of flights (frequencies) or seats or tons of cargo offered in a market (city pair, or country-to-country) or on a route during a specific period, such as daily, weekly, seasonally or annually;
 - h) **'code-sharing'** means commercial arrangement between airlines whereby one airline sells seats, under its own name by use of the flight designator code, on another airline's flight;

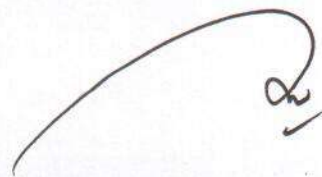
- i) **'Convention'** means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any Annex adopted under Article 90 of that Convention, and any amendment of the Annexes or Convention under Articles 90 and 94, insofar as such Annexes and amendments have become effective for both Parties;
- j) **'designated airline'** means an airline which has been designated and authorized in accordance with Article 4 of this Agreement;
- k) **'international air transportation'** is air transportation in which the passengers, baggage, cargo and mail which are taken on board in the territory of one State are destined to another State;
- l) **'scheduled services'** means those services operated regularly by designated airline according to schedules published in advance to cover a timetable season;
- m) **'specified route'** means the air route as set forth in the Annex to this Agreement on which the agreed service may be operated;
- n) **'tariff'** means any fare, rate or charge for the carriage of passengers, baggage and/or cargo in air transportation charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;
- o) **'territory'** in relation to a State has the meaning assigned to it in Article 2 of the Convention;
- p) **'user charges'** means a charge made to airlines by the competent authorities, or permitted by them to be made, for the provision of airport property or facilities or of air navigation facilities, or aviation security facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo; and
- q) **'Yamoussoukro Decision'** means the Decision relating to the implementation of the Yamoussoukro Declaration concerning the liberalization of Access of Air Transport of 14 November 1999 as endorsed by the African Union Heads of States on 11 July 2000 including the appendices and amendments;

ARTICLE 2
GRANT OF RIGHTS

1. Each 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; and
 - c) the right to make stops at the point(s) on the route(s) specified in the Route Schedule to this Agreement for the purpose of taking on board and discharging international traffic in passengers, cargo and mail, separately or in combination.
3. Nothing in paragraph 2 shall be deemed to confer on the designated airline(s) of one Contracting Party the privilege of taking on board, in the territory of the other Contracting Party, passengers, cargo and mail for remuneration and destined for another point in the territory of the other Contracting Party.
4. If because of armed conflict, political disturbances or developments or special and unusual circumstances a designated airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangement of routes as is mutually decided by the Contracting Parties.

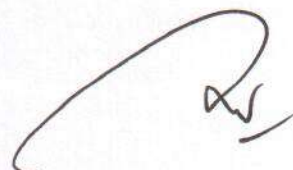
ARTICLE 3
DESIGNATION AND AUTHORIZATION

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party, one or more airlines to operate the agreed services in accordance with this Agreement and to withdraw or alter such designation.
2. On receipt of such a designation, and on application from the designated airline, each Contracting Party shall, grant the appropriate operating authorizations with minimum procedural delay, provided:
 - a) the designated airline has its principal place of business and permanent residence in the territory of the designating Contracting Party;
 - b) the Contracting Party designating the airline has and maintains effective regulatory control of the airline; and
 - c) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Contracting Party receiving the designation.
3. When an airline has been so designated and authorized, it may begin at any time to operate the agreed services in whole or in part, provided that the airline complies with the applicable provisions of this Agreement.



**ARTICLE 4 -
WITHHOLDING, REVOCATION AND LIMITATION OF AUTHORIZATION**

1. Each Contracting Party shall have the right to withhold the authorizations referred to in Article 3 of this Agreement with respect to an airline designated by the other Contracting Party, and to revoke, suspend or impose conditions on such authorizations;
 - a) in the event that they are not satisfied that 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.
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) of this Agreement the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations between the Contracting Parties in conformity with Article 24 (Consultation) of this Agreement.



ARTICLE 5 APPLICATION OF LAWS

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

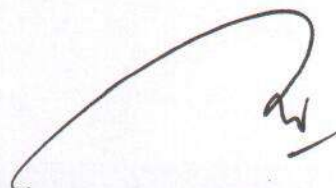
ARTICLE 6 SAFETY

1. Each Contracting Party may request consultations at any time concerning safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, aircrew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of that request.
2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 that meet the standards established at that time pursuant to the Convention, the other Contracting Party shall be notified of such findings and of the steps considered necessary to conform with those standards. The other Contracting Party shall then take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such longer period as may be agreed, shall be grounds for application of Article 4 (Revocation) of this Agreement.

3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Contracting Party, on service to or from the territory of another Contracting Party, may, while within the territory of the other Contracting Party be the subject of a search (in this Article called "ramp inspection") by the authorized representatives of the other Contracting Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of this search shall be to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that of the equipment and the condition of the aircraft conform to the standards established at that time pursuant to the Convention.
4. If any such ramp inspection or series of ramp inspections referred to in paragraph 3 gives rise to:
 - a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; or
 - b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention;the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licenses in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid or that the requirements under which that aircraft is operated are not equal to or above the minimum standards established pursuant to the Convention.
5. When urgent action is essential to ensure the safety of an airline operation, each Contracting Party reserves the right to immediately suspend or vary the operating authorization of an airline or airlines of the other Contracting Party
6. Any action by one Contracting Party in accordance with paragraph 5 above shall be discontinued once the basis for taking that action ceases to exist.

ARTICLE 7 AVIATION SECURITY

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



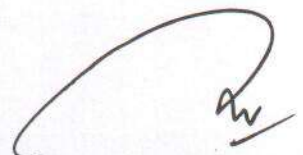
6. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraphs 4 and 5 above required by the other Party for entry into, departure from, or while within, the territory of that other Party.
7. Each Contracting Party shall ensure that measures are effectively applied within its territory to protect the aircraft and to security screen passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.
8. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate such incident or threat as rapidly as possible commensurate with minimum risk to life from such incident or threat.
9. Each Contracting Party shall have the right, within sixty (60) days following notice, for its Aeronautical Authorities to conduct an assessment in the territory of the other Contracting Party of the security measures being carried out, or planned to be carried out, by aircraft operators in respect of flights arriving from, or departing to the territory of the first Contracting Party. The administrative arrangements for the conduct of such assessments shall be agreed between the aeronautical authorities and implemented without delay so as to ensure that assessments will be conducted expeditiously.
10. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the first Contracting Party may request immediate consultations. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for withholding, revoking, suspending or imposing conditions on the authorizations of the airline or airlines designated by the other Contracting Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the first Party may take interim action at any time.

ARTICLE 8 RECOGNITION OF CERTIFICATES

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

ARTICLE 9 FAIR COMPETITION

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



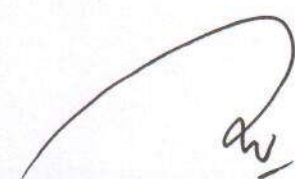
ARTICLE 10 CAPACITY

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

ARTICLE 11 APPROVAL OF SCHEDULES

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

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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 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,
- 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:

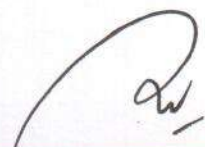
- a) orally and, if possible, in writing at the time of booking;
- b) in written form, on the ticket itself and/or (if not possible), on the itinerary document accompanying the ticket or on any other document replacing the ticket, such as a written confirmation, including information on whom to contact 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 the Contracting Parties that code-sharing services are not counted against the frequency entitlement of the marketing airline.

ARTICLE 14
NON-NATIONAL PERSONNEL AND ACCESS TO LOCAL SERVICES

- 1. The designated airline of each Contracting Party shall be allowed to bring into and to maintain in the territory of the other Contracting Party their representatives and managerial, operational and technical staff of any nationality as required in connection with the operation of agreed services.
- 2. Such representatives and staff requirements mentioned in paragraph 1 above may, at the option of the designated airline, be satisfied by its own personnel of any nationality or by using the services of any other airline, organization or company operating in the territory of the other Contracting Party and authorized to perform such services for other airlines.
- 3. Subject to the laws and regulations in force, each Contracting Party shall, with the minimum procedural delay, grant the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article.

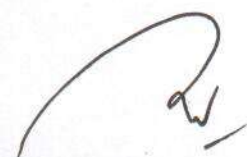


ARTICLE 15
SALE AND MARKETING OF AIR SERVICE PRODUCTS

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

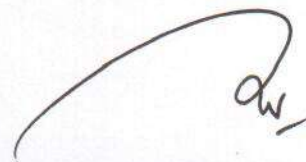
ARTICLE 16
GROUND HANDLING

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



ARTICLE 17
TARIFFS

1. Each Contracting Party shall allow tariffs for air transportation to be established by each designated airline based upon commercial considerations in the marketplace. Intervention by the Contracting Parties shall be limited to:-
 - (a) prevention of tariffs whose application constitutes anti-competitive behavior which has or is likely to or intended to have the effect of crippling a competitor or excluding a competitor from a route;
 - (b) protection of consumers from tariffs that are unreasonably high or restrictive due to the abuse of a dominant position; and
 - (c) protection of designated airlines from tariffs that are artificially low.
2. Tariffs for international air transportation between the territories of the Contracting Parties shall not be required to be filed. Notwithstanding the foregoing, the designated airlines of the Contracting Parties shall continue to provide immediate access, on request, to information on historical, existing, and proposed tariffs to the Aeronautical Authorities of the Contracting Parties in a manner and format acceptable to those Aeronautical Authorities.
3. If either Contracting Party is of the view 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. The 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
EXEMPTION OF CUSTOMS DUTIES AND FEES

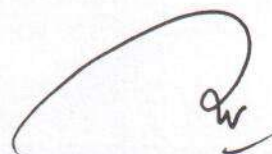
1. Each Contracting Party shall on the basis of reciprocity exempt a designated airline of the other Contracting Party to the fullest extent possible under its national law from customs duties, excise taxes, inspection fees and other national duties and charges on aircraft, fuel, lubricating oils, consumable 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; and
- c) taken on board the aircraft of the designated airline of one Contracting Party in the territory of the other Contracting Party and intended for use in operating the agreed services;

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

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



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

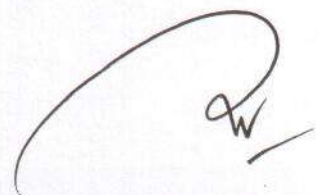
ARTICLE 19 TRANSFER OF FUNDS

Each Contracting Party shall grant to the designated airlines of the other Contracting Party the right to transfer revenues earned by such airlines in its territory in connection with the sale of air transportation, sale of other ancillary products and services as well as commercial interest earned on such revenues. Such transfers shall be effected in any convertible currency, in accordance with the foreign exchange regulations of the Contracting Party in the territory of which the revenue accrued.

ARTICLE 20 USER CHARGES

1. No Contracting Party shall impose or permit to be imposed, on the designated airline(s) of the other Contracting Party user charges higher than those imposed on its own designated airline(s) operating similar international air services.
2. Each Contracting Party shall encourage consultations between its competent charging authorities and the designated airlines using the services and facilities, where practicable through those airlines' representative organisations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their views before changes are made.

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ARTICLE 21 LEASING

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

ARTICLE 22 INTERMODAL SERVICES

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

ARTICLE 23 EXCHANGE OF INFORMATION

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

ARTICLE 24 CONSULTATION

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

ARTICLE 25 SETTLEMENT OF DISPUTES

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

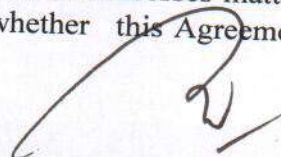
2. If the Contracting Parties fail to reach a settlement by negotiation, the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be named by each Contracting Party and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party.
3. Each of the Contracting Parties shall designate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other Contracting Party of a diplomatic note requesting arbitration of the dispute and the third arbitrator shall be agreed upon within a further period of sixty (60) days.
4. If either of the Contracting Parties fails to designate its own arbitrator within the period of sixty (60) days or if the third arbitrator is not agreed upon within the period indicated, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators.
5. The Contracting Parties undertake to comply with any decision given under paragraph 2 of this Article.
6. Each Contracting Party shall bear the costs of the arbitrator appointed by it. The other costs of the tribunal shall be shared equally by the Contracting Parties.

ARTICLE 26 AMENDMENT OF AGREEMENT

1. If either Contracting Party considers it desirable to amend any provision of this Agreement, it shall notify the other Contracting Party in writing of the need for amendment.
2. Any amendment to this Agreement agreed upon by the Contracting Parties, shall enter into force upon the completion of the exchange of diplomatic notes confirming such agreement.
3. Notwithstanding the provisions of paragraph 2 above, any amendment of the Annex to this Agreement shall be agreed upon in writing between the Aeronautical Authorities of the Contracting Parties and shall enter into force on the date to be determined by the said Authorities.

ARTICLE 27 MULTILATERAL CONVENTIONS

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



ARTICLE 28 REGISTRATION


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

ARTICLE 29 TERMINATION

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

ARTICLE 30 ENTRY INTO FORCE

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



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

Done at Aqaba, JORDAN on this 5th day of December of the year 2019.


**FOR THE REPUBLIC OF
ZIMBABWE**



Engineer Amos MARAWA

**Permanent Secretary
Ministry of Transport and
Infrastructural Development**

**FOR REPUBLIC OF
RWANDA**



Amb. Williams NKURUNZIZA

Ambassador of Rwanda to Turkey

ANNEX ROUTE SCHEDULE

Section 1

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

DEPARTURE	INTERMEDIATE	POINTS IN ZIMBABWE	BEYOND POINTS
Any points	Any points	Any points	Any points

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

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

Section 2

Operational flexibility

The designated airlines of either Contracting Party may, on any or all flights and at its option:

- a) operate flights in either or both directions;
- b) combine different flight numbers within one aircraft operation;
- c) serve intermediate and beyond points in the territories of the Contracting Parties on the routes in any combination and in any order;
- d) omit stops at any point or points; and
- e) transfer traffic (including code-sharing operations) from any of its aircraft to any of its other aircraft at any point on the routes;

without directional or geographic limitation and without loss any right to carry traffic otherwise permissible under the present Agreement; provided that (with the exception of all-cargo services) the service serves a point in the territory of the Contracting Party designating the airlines.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 044/01 ryo ku wa 26/03/2021 ryemeza burundu Amasezerano ajyanye no Gutwara Abantu n'Ibintu mu Kirere hagati ya Repubulika ya Zimbabwe na Repubulika y'u Rwanda, yashyiriweho umukono i Aqaba muri Yorodaniya, ku wa 5 Ukuboza 2019	Seen to be annexed to Presidential Order n° 044/01 of 26/03/2021 ratifying the Bilateral Air Services Agreement between the Republic of Zimbabwe and the Republic of Rwanda, signed at Aqaba, Jordan, on 5 December 2019	Vu pour être annexé à l'Arrêté Présidentiel n° 044/01 du 26/03/2021 ratifiant l'Accord Bilatéral sur les Services Aériens entre la République du Zimbabwe et la République du Rwanda, signé à Aqaba, Jordanie, le 5 décembre 2019
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Kigali, 26/03/2021

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w’Intebe
Prime Minister
Premier Ministre

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

(sé)

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

<p>ITEKA RYA PEREZIDA N° 045/01 RYO KU WA 26/03/2021 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y’U RWANDA NA GUVERINOMA YA JAMAICA AJYANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I AQABA MURI YORODANIYA, KU WA 2 UKUBOZA 2019</p> <p style="text-align: center;"><u>ISHAKIRO</u></p> <p><u>Ingingo ya mbere:</u> Kwemeza burundu</p> <p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p><u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa</p>	<p>PRESIDENTIAL ORDER N° 045/01 OF 26/03/2021 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF JAMAICA CONCERNING AIR SERVICES, SIGNED AT AQABA, JORDAN, ON 2 DECEMBER 2019</p> <p style="text-align: center;"><u>TABLE OF CONTENTS</u></p> <p><u>Article One:</u> Ratification</p> <p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p><u>Article 3:</u> Commencement</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 045/01 DU 26/03/2021 RATIFIANT L’ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA JAMAÏQUE SUR LES SERVICES AÉRIENS, SIGNÉ À AQABA, JORDANIE, LE 2 DÉCEMBRE 2019</p> <p style="text-align: center;"><u>TABLE DES MATIÈRES</u></p> <p><u>Article premier:</u> Ratification</p> <p><u>Article 2:</u> Autorités chargées de l’exécution du présent arrêté</p> <p><u>Article 3:</u> Entrée en vigueur</p>
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<p>ITEKA RYA PEREZIDA N° 045/01 RYO KU WA 26/03/2021 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y’U RWANDA NA GUVERINOMA YA JAMAICA AJYANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I AQABA MURI YORODANIYA, KU WA 2 UKUBOZA 2019</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>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;</p> <p>Dushingiye ku Itegeko n° 003 ter/2021 ryo ku wa 04/02/2021 ryemera kwemeza burundu Amasezerano ajyanye no Gutwara Abantu n’Ibintu mu Kirere, hagati ya Guverinoma ya Repubulika y’u Rwanda na Guverinoma ya Jamaica, yakorewe i Aqaba, mu Bwami bwa Yorodaniya, ku wa 2 Ukuboza 2019;</p> <p>Tumaze kubona Amasezerano hagati ya Guverinoma ya Repubulika y’u Rwanda na Guverinoma ya Jamaica ajyanye no</p>	<p>PRESIDENTIAL ORDER N° 045/01 OF 26/03/2021 N° 45/01 RYO KU WA 26/03/2021 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF JAMAICA CONCERNING AIR SERVICES, SIGNED AT AQABA, JORDAN, ON 2 DECEMBER 2019</p> <p>We, KAGAME Paul, President of the Republic;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;</p> <p>Pursuant to Law n° 003 ter/2021 of 04/02/2021 approving the ratification of the Agreement concerning Air Services, between Government of the Republic of Rwanda and the Government of Jamaica, done at Aqaba, the Hashemite Kingdom of Jordan, on 2 December 2019;</p> <p>Considering the Agreement between the Government of the Republic of Rwanda and the Government of Jamaica concerning Air</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 045/01 DU 26/03/2021 RATIFIANT L’ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA JAMAÏQUE SUR LES SERVICES AÉRIENS, SIGNÉ À AQABA, JORDANIE, LE 2 DÉCEMBRE 2019</p> <p>Nous, KAGAME Paul, Président de la République;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;</p> <p>Vu la Loi n° 003 ter/2021 du 04/02/2021 approuvant la ratification de l’Accord sur les Services Aériens, entre le Gouvernement de la République du Rwanda et le Gouvernement de la Jamaïque, fait à Aqaba, le Royaume Hachémite de Jordanie, le 2 décembre 2019;</p> <p>Considérant l’Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la Jamaïque sur les</p>
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<p>Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Aqaba muri Yorodaniya, ku wa 2 Ukuboza 2019;</p> <p>Bisabwe na Minisitiri w'Ibikorwa Remezo;</p> <p>Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;</p> <p>TWATEGETSE KANDI DUTEGETSE:</p> <p><u>Ingingo ya mbere: Kwemeza burundu</u></p> <p>Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Jamaica ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Aqaba muri Yorodaniya, ku wa 2 Ukuboza 2019, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.</p> <p><u>Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka</u></p> <p>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.</p>	<p>Services, signed at Aqaba, Jordan, on 2 December 2019;</p> <p>On proposal by the Minister of Infrastructure;</p> <p>After consideration and approval by the Cabinet meeting;</p> <p>HAVE ORDERED AND ORDER:</p> <p><u>Article One: Ratification</u></p> <p>The Agreement between the Government of the Republic of Rwanda and the Government of Jamaica concerning Air Services, signed at Aqaba, Jordan, on 2 December 2019, annexed to this Order, is ratified and becomes fully effective.</p> <p><u>Article 2: Authorities responsible for the implementation of this Order</u></p> <p>The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.</p>	<p>Services Aériens, signé à Aqaba, Jordanie, le 2 décembre 2019;</p> <p>Sur proposition du Ministre des Infrastructures;</p> <p>Après examen et adoption par le Conseil des Ministres;</p> <p>AVONS ARRÊTÉ ET ARRÊTONS:</p> <p><u>Article premier: Ratification</u></p> <p>L'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la Jamaïque sur les Services Aériens, signé à Aqaba, Jordanie, le 2 décembre 2019, annexé au présent arrêté, est ratifié et sort son plein et entier effet.</p> <p><u>Article 2: Autorités chargées de l'exécution du présent arrêté</u></p> <p>Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.</p>
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<p><u>Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa</u></p> <p>Iri teka ritangira gukurikizwa ku muni ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p><u>Article 3: Commencement</u></p> <p>This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p><u>Article 3: Entrée en vigueur</u></p> <p>Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
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Kigali, 26/03/2021

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

<p>UMUGEREKA W'ITEKA RYA PEREZIDA N° 045/01 RYO KU WA 26/03/2021 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA JAMAICA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I AQABA MURI YORODANIYA, KU WA 2 UKUBOZA 2019</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 045/01 OF 26/03/2021 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF JAMAICA CONCERNING AIR SERVICES, SIGNED AT AQABA, JORDAN, ON 2 DECEMBER 2019</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 045/01 DU 26/03/2021 RATIFIANT L'ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA JAMAÏQUE SUR LES SERVICES AÉRIENS, SIGNÉ À AQABA, JORDANIE, LE 2 DÉCEMBRE 2019</p>
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AGREEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF RWANDA
AND
THE GOVERNMENT OF JAMAICA

CONCERNING
AIR SERVICES

Articles	Sections
Preamble	
Article 1	Definitions
Article 2	Applicability of Chicago Convention
Article 3	Grant of Rights
Article 4	Designation and Authorisations of Airlines
Article 5	Revocation or Suspension of Operating Authorisations
Article 6	Applicable Laws
Article 7	Recognition of Certificates and Licences
Article 8	Safety
Article 9	Aviation Security
Article 10	Fair Competition
Article 11	Tariffs
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Article 13	Exemption from Customs Duties and Other Charges
Article 14	Direct Transit
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Article 16	Provision of Statistics
Article 17	Commercial Opportunities
Article 18	Cooperative Arrangements
Article 19	Ground Handling Provisions
Article 20	Consultations
Article 21	Settlement of Disputes
Article 22	Multilateral Agreement
Article 23	Amendments
Article 24	Termination
Article 25	Registration with ICAO
Article 26	Entry into Force
Annex I	Route Schedules
Annex II	List of CARICOM Member States
Annex III	Non-Scheduled/Charter Operations

PREAMBLE

The Government of the Republic of Rwanda and the Government of Jamaica hereinafter referred to as the "Parties";

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

Desiring to conclude an Agreement supplementary to the said Convention for the purpose of establishing Air Services between their respective territories;

Desiring to promote an international aviation system based on competition among Airlines in the marketplace with minimum government interference and regulation;

Desiring to facilitate the expansion of International Air Service opportunities;

Recognising that efficient and competitive International Air Services enhance trade, the welfare of consumers and economic growth;

Recognising the disparity in the stages of development and competitive strength of air carriers; and

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

Have agreed as follows:

ARTICLE 1 Definitions

(1) For the purpose of this Agreement, unless otherwise stated, the term(s) -

(a) **"Aeronautical Authorities"** means, in the case of Jamaica, the Minister responsible for civil aviation or the Jamaica Civil Aviation Authority, and, in the case of Rwanda, the Minister in charge of civil aviation, or, in both cases, any person or agency authorised to perform the functions exercisable by those authorities;

(b) **"Agreed Services"** means a schedule of International Air Service on the routes specified in the Annex to this Agreement;

(c) **"Agreement"** means this Agreement, any Annex hereto and any amendments to this Agreement or to its Annexes;

(d) **"Air Service", "International Air Service", "Airline" and "Stop For Non-Traffic Purposes"** have the meanings respectively assigned to them in Article 96 of the Chicago Convention;

(e) **"the Convention" and "Chicago Convention"** mean the Convention on International Civil Aviation opened for signature at Chicago on 7 December, 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have become effective for or been ratified by both Parties;

(f) **"Designated Airline"** means an Airline which has been designated and authorised in accordance with Article 4 of this Agreement;

(g) **"Specified Routes"** means a route specified in the Annex to this Agreement;

(h) **"Tariff"** means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration or conditions for the carriage of mail.

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

(j) **"User Charges"** means a charge imposed on Airlines by any competent authority or permitted by that authority to be made for the provision of airport property or facilities or of air navigation facilities (including facilities for overflight), or aviation security facilities or services, or related services and facilities, for aircraft, their crews, passengers and cargo.

(2) Words importing the masculine gender include the feminine and vice versa, and words in the singular include the plural and vice versa unless the context requires otherwise.

ARTICLE 2

Applicability of the Chicago Convention

The provisions of this Agreement shall be subject to the provisions of the Chicago Convention insofar as those provisions are applicable to International Air Services.

ARTICLE 3
Grant of Rights

(1) Each Party grants to the other Party the following rights for the conduct of International Air Service by the Designated Airlines of the other Party:

- (a) the right to fly without landing across the Territory of the other Party;
- (b) the right to make stops in the said Territory for non-traffic purposes; and
- (c) the rights otherwise specified in this Agreement.

(2) Each Party also grants the rights specified in subparagraphs (1)(a) and (b) to the other Party for airlines not designated under Article 4 (Designation and Authorisation of Airlines).

(3) Nothing in paragraph (1) of this Article shall be deemed to confer on the Designated Airlines of either Party the privilege of taking up, in the Territory of the other Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the Territory of the other Party.

(4) If, because of armed conflict, political disturbances or developments, or special and unusual circumstances, a Designated Airline of one Party is unable to operate an agreed service on its specified route, the other Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangements of routes.

ARTICLE 4
Designation and Authorisation of Airlines

(1) Each Party shall have the right to designate an airline or airlines to operate the Agreed Services in accordance with this Agreement and may withdraw or alter such designations. Such designation or alterations shall be transmitted in writing to the other Party through diplomatic channels.

(2) On receipt of such a designation or alteration and of applications from the Designated Airline in the form and manner prescribed for operating authorisations and technical permissions, the other Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without undue delay grant to the airline or airlines designated, the appropriate operating authorisations.

(3) The Aeronautical Authorities of one Party may require an airline designated by the other Party to satisfy those authorities that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of International Air Services by those authorities.

(4) On receipt of such a designation or alteration, and of applications from the Designated Airline, the other Party shall grant the appropriate authorizations and permissions with minimum procedural delay, provided:

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

(i) it has and maintains effective regulatory control of the airline and that airline is incorporated in the territory of the State designating it, and has its principal place of business in that State;

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

(i) the airline has its principal place of business in the territory of Jamaica;

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

(iii) the airline holds a valid Air Operator's Certificate issued by Jamaica.

(5) When an Airline has been so designated and authorised, it may begin to operate the Agreed Services, provided that the airline complies with the applicable provisions of this Agreement.

ARTICLE 5

Revocation or Suspension of Operating Authorisations

(1) Each Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article 3(Grant of Rights) of this Agreement by an Airline designated by the other Party, or to impose such conditions as it may deem necessary on the exercise of these rights in any case where it is not satisfied that:

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

(i) it does not maintain effective regulatory control of the Airline and that the Airline is not incorporated or does not have its principal place of business in the Territory of Rwanda;

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

(i) the airline does not have its principal place of business in the territory of Jamaica;

(ii) and that Jamaica does not maintain effective regulatory control of the airline; and

(iii) the airline does not hold a valid Air Operator's Certificate issued by Jamaica;

c) in the event of failure of the Party designating the Airline to comply with the provisions set forth in Article 8 (Safety) and Article 9 (Aviation Security); and/or

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

(2) Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultation with the Aeronautical Authorities of the other Party in accordance with Article 20(Consultations).

ARTICLE 6

Applicable Laws

(1) The laws and regulations of one Party relating to the admission to or departure from its Territory of aircraft engaged in international air services, or to the operation and navigation of such aircraft while within its Territory, shall be applied to the aircraft of the Airline or Airlines designated by the other Party as they are applied to its own and shall be complied with by such aircraft upon entrance into or departure from and while within the Territory of the first Party.

(2) The laws and regulations of one Party relating to the admission to or departure from its Territory of passengers, crew, mail or cargo on aircraft, including laws and regulations relating to entry, clearance, immigration, emigration, transit, aviation security, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew, mail or cargo of the Designated Airline or Airlines of the other Party upon entrance into, transit of or departure from and while within the Territory of the first Party.

ARTICLE 7

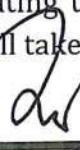
Recognition of Certificates and Licences

Each Party shall recognise as valid, for the purpose of operating the Agreed Services provided for in the present Agreement, certificates of airworthiness, certificates of competency, and licences issued or validated by the other Party and still in force, provided that the requirements for such certificates or licences at least equal the minimum standards that may be established pursuant to the Convention. Each Party may, however, refuse to recognise as valid for the purpose of flights above or landing within its own Territory, certificates of competency and licences granted to or validated for its own nationals by the other Party or by a third country.

ARTICLE 8

Safety

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



(2) If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Chicago Convention, the first Party shall notify the other Party of those findings and the steps considered necessary to conform with those minimum standards, and the other Party shall take appropriate corrective action. Failure by the other Party to take appropriate action within fifteen (15) days or such longer period as may be agreed, shall be grounds for the application of Article 5 (Revocation or Suspension of Operating Authorisations) of this Agreement.

(3) Notwithstanding the obligations mentioned in Article 33 of the Chicago Convention it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of the Designated Airline or Airlines of one Party on services to or from the territory of the other Party may, while within the territory of the other Party, be made the subject of an examination by the authorised representatives of the other Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

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

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

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

(5) In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the Designated Airline or Airlines of one Party in accordance with paragraph (3) of this Article is denied by a representative of that Airline or Airlines, the other Party shall be free to infer that serious concerns of the type referred to in paragraph (4) of this Article arise and draw the conclusions referred in that paragraph.

(6) Each Party reserves the right to suspend or vary the operating authorisation of an Airline or Airlines of the other Party immediately in the event the first Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an Airline operation.

(7) Any action by one Party in accordance with paragraphs (2) or (6) of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 9
Aviation Security

(1) The assurance of safety for civil aircraft, their passengers and crew being a fundamental pre-condition for the operation of International Air Services, the Parties reaffirm that their obligations to each other to provide for the security of civil aviation against acts of unlawful interference (and in particular their obligations under the Chicago Convention, the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988 and the Convention on the Marking of Plastic Explosives for the Purpose of Detection signed at Montreal on 1 March 1991 and any other agreement governing civil aviation security binding upon both Parties) form an integral part of this Agreement.

(2) The 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) The Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Parties; they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their Territory and the operators of airports in their Territory act in conformity with such aviation security provisions.

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

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

(6) When a Party has reasonable grounds to believe that the other Party has departed from the aviation security provisions of this Article, the Aeronautical Authorities of that Party may request immediate consultations with the Aeronautical Authorities of the other Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorisation and technical permissions of the Airlines of that Party. When required by an emergency, a Party may take interim action prior to the expiry of fifteen (15) days.

ARTICLE 10

Fair Competition

(1) There shall be fair and equal opportunity for the Designated Airlines of both Parties to compete in operating the Agreed Services.

(2) In operating the Agreed Services, the Designated Airline or Airlines of each Party shall take into account the interests of the Designated Airline or Airlines of the other Party so as not to unduly affect the services which the latter provide on the whole or part of the same routes.

(3) Each Party shall allow each Designated Airline to determine the frequency and capacity of the international air transport it offers, according to commercial and market-based considerations.

(4) Neither Party shall unilaterally restrict the operations of the Designated Airlines of the other, except according to the terms of this Agreement or as may be required for customs, technical, operational or environmental reasons, under uniform conditions consistent with Article 15 of the Convention.

(5) Neither Party shall allow its Designated Airline or Airlines, neither in conjunction with any other Airline or Airlines or separately, to abuse market power in a way which has or is likely or intended to have the effect of severely weakening a competitor or excluding a competitor from a route.

(6) Each Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of the Airlines of the other Party.

ARTICLE 11

Tariffs

(1) Each Party shall allow Tariffs for Air Services to be established by each Designated Airline based on commercial considerations in the market place, including the cost of operation, the characteristics of the service, the interests of users, a reasonable profit and other market considerations. Neither Party shall require their Designated Airlines to consult other Airlines about the Tariffs they charge or propose to charge for services covered by these arrangements.

(2) Each Party may require notification to or filing with its Aeronautical Authorities of Tariffs to be charged to or from its Territory by the Designated Airlines of the other Party. Such notification or filing by the Designated Airlines of both Parties may be required to be made no later than the initial offering of a price, regardless of the form, electronic or other, in which the price is offered.

(3) Without prejudice to the applicable competition and consumer protection laws prevailing in each Party, neither Party shall take unilateral action to prevent the commencement or continuation of a Tariff proposed to be charged or charged by a Designated Airline of the other Party in connection with the International Air Services provided for under this Agreement. Intervention, as described in paragraph (4) below, by the Parties shall be limited to:

- a) prevention of unreasonably discriminatory Tariffs or practices;
- b) protection of consumers from Tariffs that are unreasonably high or restrictive due to the abuse of a dominant position.
- c) protection of Airlines from Tariffs that are artificially low due to direct or indirect Government subsidy or support;
- d) protection of Airlines from Tariffs that are artificially low, where evidence exists as to an intent to eliminate competition.

(4) Without prejudice to the provisions of paragraph (3) of this Article, the Aeronautical Authorities of either Party may expressly disapprove a Tariff submitted by the Designated Airlines of the other Party, where such Aeronautical Authorities find that a Tariff proposed to be charged by such Airlines falls within the categories set forth in paragraphs (3) (a), (b), (c) or (d). In such event, the concerned Aeronautical Authority (i) shall send notification of its dissatisfaction to the Aeronautical Authorities of the other Party, and to the Designated Airline(s) involved, as soon as possible, and in any event, no later than thirty (30) days after the date of notification or filing of the Tariff in question; and (ii) may request consultations in accordance with the procedures established under paragraph (5) of this Article. Unless both Aeronautical Authorities have agreed to disapprove the Tariff in question in writing, the Tariff shall be treated as having been approved.

(5) The Aeronautical Authorities of each Party may request consultations with the Aeronautical Authorities of the other Party on any Tariff charged or proposed to be charged by any Designated Airline(s) of the other Party for International Air Services to or from the Territory of the first Party, including Tariffs for which a notice of dissatisfaction has been given. These consultations shall be held no later than fifteen (15) days after receipt of the request. The Aeronautical Authorities of both Parties shall cooperate in securing the necessary information for a reasoned resolution of the issue. If an agreement is reached with respect to a Tariff for which a notice of dissatisfaction has been given, the Aeronautical Authorities of each Party shall use their best efforts to put that agreement into effect. If such mutual agreement is not reached, the Tariff shall go into effect or continue in effect.

ARTICLE 12

User Charges

(1) Neither Party shall impose nor permit to be imposed by its competent charging authorities on the Designated Airline or Airlines of the other Party User Charges higher than those imposed on its own Airlines operating similar International Air Services.

(2) Each Party shall encourage consultation on User Charges between their competent charging authorities and Airlines using the services and facilities provided by those charging authorities, where practicable, through those Airlines' representative organisations. Reasonable notice of any proposals for changes in User Charges should be given to such users to enable them to express their views before changes are made. Each Party shall further encourage its competent charging authorities and such users to exchange appropriate information concerning User Charges.

ARTICLE 13

Exemption from Customs Duties and Other Charges

(1) Aircraft operated in International Air Services by the Designated Airline or Airlines of either Party shall be relieved from all customs duties, national excise taxes and similar national fees, on the following items set out below:

(a) the following items introduced by a Designated Airline of one Party into the Territory of the other Party:

- (i) repair, maintenance and servicing equipment and component parts;
- (ii) passenger handling equipment and component parts;
- (iii) cargo-loading equipment and component parts;
- (iv) security equipment including component parts for incorporation into security equipment;
- (v) instructional material and training aids;
- (vi) Airline and operators' documents; and

(b) the following items introduced by a Designated Airline of one Party into the Territory of the other Party or supplied to a Designated Airline of one Party in the Territory of the other Party:

- (i) aircraft stores (including but not limited to such items as food, beverages and tobacco) whether introduced into or taken on board in the Territory of the other Party;
- (ii) fuel, lubricants and consumable technical supplies;
- (iii) spare parts including engines; and

(c) computer equipment and component parts introduced by a Designated Airline of one Party into the Territory of the other Party to assist in one or more of the following matters:

- (i) the repair, maintenance or servicing of aircraft;
- (ii) the handling of passengers at the airport or on board aircraft;
- (iii) the loading of cargo onto or the unloading of cargo from aircraft;
- (iv) the carrying out of security checks on passengers or cargo;

provided in each case that they are for use on board an aircraft or within the limits of an international airport in connection with the establishment or maintenance of an International Air Service by the Designated Airline concerned.

(2) The relief from customs duties, national excise taxes and similar national fees shall not extend to charges based on the cost of services provided to the Designated Airline or Airlines of a Party in the Territory of the other Party.

(3) Equipment and supplies referred to in paragraphs (1) and (4) of this Article may be required to be kept under the supervision or control of the appropriate authorities.

(4) The reliefs provided for by this Article shall also be available in situations where the Designated Airline or Airlines of one Party have entered into arrangements with another Airline or Airlines for the loan or transfer in the Territory of the other Party of the items specified in paragraph (1) of this Article, provided such other Airline or Airlines similarly enjoy such reliefs from such other Party.

ARTICLE 14

Direct Transit

Passengers, baggage, cargo and mail in direct transit across the Territory of a Party, not leaving the area of the airport reserved for such purpose shall be subject, except in respect of security provisions referred to in Article 9 (Aviation Security) of this Agreement and prevention of trafficking of narcotic drugs and psychotropic substances, to no more than a simplified control. Baggage and cargo in transit shall be exempt from customs duties and other charges.

ARTICLE 15

Transfer of Earnings

Subject to the applicable laws and regulations, each Designated Airline may on demand, convert and remit to its country, or any other country, local revenues in excess of those sums locally disbursed in connection with the carriage of passengers, mail and cargo. Prompt conversion and remittance shall be permitted, without restriction, at the rate of exchange applicable to current transactions which is in effect at the time such revenues are presented for conversion and remittance, and shall not be subject to any charges, except those normally made by banks or other financial institutions for carrying out such conversion and remittance.

ARTICLE 16

Provision of Statistics

Each Party, through its Aeronautical Authorities, shall provide to, or shall cause its Designated Airlines to provide to, the Aeronautical Authorities of the other Party, on request, periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the operation of the Agreed Services, including statistics showing the initial origins and final destinations of the traffic.

ARTICLE 17

Commercial Opportunities

(1) On the basis of reciprocity, the Designated Airline or Airlines of one Party shall be entitled, in accordance with the laws and regulations relating to entry, residence and employment of the other Party, to bring in and maintain in the Territory of the other Party those of their own managerial, technical, operational and other specialist staff who are required for the provision of Air Services.

(2) The Designated Airlines of each Party shall have the right to engage in the sale of air transportation in the area of the other Party, either directly or through agents appointed by the Designated Airline. The Designated Airlines of each Party shall have the right to sell and any person shall be free to purchase, such transportation in freely convertible currency or in local currency.

(3) The Designated Airlines of each Party shall have the right to enter into arrangements to use the services and personnel of any other organisation, company or Airline operating in the Territory of the other Party.

(4) The Designated Airline or Airlines of each Party shall have the right to establish offices in the Territory of the other Party for the promotion and sale of International Air Services.

ARTICLE 18

Cooperative Arrangements

(1) In operating or holding out the Agreed Services, the Designated Airline or Airlines of one Party may enter into cooperative marketing arrangements such as joint venture, blocked-space or code-sharing arrangements with:

- (a) any Airline or Airlines of either Party;
- (b) an Airline or Airlines of a third country; and
- (c) a surface transportation provider of any country,

provided that all Airlines in such arrangements

- (i) hold the appropriate authority; and
- (ii) meet the requirements normally applied to such arrangements.

(2) The 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 are informed at the point of sale, or in any case before boarding which, transport providers will operate each sector of the service and also 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 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) The Airlines are required to file for approval any proposed cooperative arrangement with the Aeronautical Authorities of both Parties before its proposed introduction.

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

ARTICLE 19

Ground Handling Provisions

Subject to the laws and regulations of each Party, each Designated Airline shall have in the Territory of the other Party, the right to perform its own ground handling ("self-handling") or, at its option, the right to select among competing suppliers that provide ground handling services in whole or in part. Where such laws and regulations limit or preclude self-handling and where there is no effective competition between suppliers that provide ground handling services, each Designated Airline shall be treated on a non-discriminatory basis as regards their access to self-handling and ground handling services provided by a supplier or suppliers. For each Designated Airline, the right to perform self-handling shall be subject, on a non-discriminatory basis, to physical constraints resulting from limitations of airport space and considerations of safety and security.

ARTICLE 20

Consultations

(1) In a spirit of close cooperation, the Aeronautical Authorities of the Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and shall consult when necessary to provide for modification thereof.

(2) Either Party may, at any time, request consultations relating to this Agreement. Such consultations shall begin at the earliest possible date, but not later than thirty (30) days from the date the other Party receives the request unless otherwise agreed.

ARTICLE 21

Settlement of Disputes

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

(2) If the Parties fail to reach a settlement of the dispute by consultations, it may be referred by them to such person or body as they may agree on or, at the request of either Party, shall be submitted for decision to a tribunal of three arbitrators which shall be constituted in the following manner:

- (a) Within thirty (30) days after receipt of a request for arbitration, each Party shall appoint one arbitrator. A national of a third State, who shall act as President of the tribunal, shall be appointed as the third arbitrator by agreement between the two arbitrators, within sixty (60) days of the appointment of the second;
- (b) If within the time limits specified above any appointment has not been made, either Party may request the President of the Council of the International Civil Aviation Organisation to make the necessary appointment within thirty (30) days. If the President has the nationality of one of the Parties, the most senior Vice-President who is not disqualified on that ground shall make the appointment.

(3) Except as hereinafter provided in this Article or as otherwise agreed by the Parties, the tribunal shall determine the limits of its jurisdiction and establish its own procedure. At the direction of the tribunal, or at the request of either of the Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held not later than thirty (30) days after the tribunal is fully constituted.

(4) Except as otherwise agreed by the Parties or prescribed by the tribunal, each Party shall submit a memorandum within forty-five (45) days after the tribunal is fully constituted. Each Party may submit a reply within sixty (60) days of submission of the other Party's memorandum. The tribunal shall hold a hearing at the request of either Party, or at its discretion, within thirty (30) days after replies are due.

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

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

(7) The costs of the arbitration and the allocation of costs to the relevant parties shall be determined by the tribunal.

(8) The decision of the tribunal shall be final and binding on the Parties unless they agree otherwise.

ARTICLE 22

Multilateral Agreement

If both Parties become parties to a multilateral agreement that addresses matters covered by this Agreement, they shall consult, in accordance with Article 20(Consultations) to determine whether this Agreement should be revised to take into account the multilateral agreement.

ARTICLE 23
Amendments

Any amendment to this Agreement mutually determined as a result of consultations under Article 20(Consultations) shall come into force on the date of the last written notification, through diplomatic channels, by which the Parties shall have notified each other that all necessary internal procedures for entry into force of the amendment have been completed.

ARTICLE 24
Termination

(1) Either Party may at any time notify the other Party in writing through diplomatic channels of the decision to terminate this Agreement. A copy of the notice of termination shall be sent simultaneously to the Secretary General of the International Civil Aviation Organization.

(2) If such notice is given, this Agreement shall terminate twelve (12) months after the date of receipt by the other Party of the notice of termination, unless by agreement between the Parties the notice under reference is withdrawn under mutual consent before the expiry of that period. If the other Party fails to acknowledge receipt, notice shall be deemed to have been received fourteen (14) days after the date of the receipt by the Secretary General of the International Civil Aviation Organization.

ARTICLE 25
Registration with the International Civil Aviation Organization (ICAO)

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

ARTICLE 26
Entry into Force

This Agreement shall enter into force on the date of the latter note upon an exchange of diplomatic notes between the Parties confirming that all the internal procedures necessary for the entry into force of the Agreement have been completed.

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

DONE in duplicate at [Amman, Jordan] the [2nd] day of [December], 20[19].


.....
For the Government of the Republic of Rwanda


.....
For the Government of Jamaica

ANNEX I
ROUTE SCHEDULES

Section 1

Routes to be operated by the Designated Airline(s) of Jamaica.

BEHIND POINTS	FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Point	Any Point in Jamaica	Any Point	Any Point in The Republic of Rwanda	Any Point

Section 2

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

BEHIND POINTS	FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Point	Any Point in The Republic of Rwanda	Any Point	Any Point in Jamaica	Any Point

Section 3

Operational Flexibility

Each Designated Airline of either Party may, on any or all flights and at its option:

- (1) Operate flights in either or both directions;
- (2) Combine different flight numbers within one aircraft operation;
- (3) Serve behind, intermediate and beyond points and points in the territories of the Parties on the routes in any combination and in any order;
- (4) Omit stops at any point or points;
- (5) Transfer traffic from any of its aircraft to any of its other aircraft at any point on the routes;
- (6) Serve points behind any point in its Territory with or without change of aircraft or flight number and may hold out and advertise such services to the public as through services;
- (7) Make stop-overs at any point whether within or outside the Territory of either Party;
- (8) Carry transit traffic through the Territory of the other Party;

without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under the present Agreement; provided that, with the exception of all cargo, the service serves a point in the Territory of the Party designating the Airlines.

Section 4

All Cargo Services

The Designated Airline(s) of Jamaica may operate all-cargo services between The Republic of Rwanda and any point or points and the Designated Airline(s) of The Republic of Rwanda may operate all-cargo services between Jamaica and any point or points.

Section 5

Change of Gauge

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



ANNEX II
NON-SCHEDULED/CHARTER OPERATIONS

1. The Designated Airline(s) of each Party shall, in accordance with the terms of the Route Schedule at Annex I, be entitled to perform international non-scheduled air transportation to and from any point or points in the Territory of the other Party, either directly or with stop-overs en route, for one-way or round-trip carriage of any traffic to or from a point or points in the Territory of the other Party. Multi-destination charters shall also be permitted. In addition, Designated Airline(s) of one Party may operate charters with traffic originating in or destined for the Territory of the other Party.

2. Each Designated Airline performing air transportation under this provision shall comply with such laws, regulations and rules of the Party in whose Territory the traffic originates, whether on a one-way or round-trip basis, as that Party now or hereafter specifies shall be applicable to such transportation.

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 045/01 ryo ku wa 26/03/2021 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Jamaica ajyanye no Gutwara Abantu n'Ibintu mu Kirere, yashyiriweho umukono i Aqaba muri Yorodaniya, ku wa 2 Ukuboza 2019</p>	<p>Seen to be annexed to Presidential Order n° 045/01 of 26/03/2021 ratifying the Agreement between the Government of the Republic of Rwanda and the Government of Jamaica concerning Air Services, signed at Aqaba, Jordan, on 2 December 2019</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 045/01 du 26/03/2021 ratifiant l'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la Jamaïque sur les Services Aériens, signé à Aqaba, Jordanie, le 2 décembre 2019</p>
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Kigali, 26/03/2021

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

<p>ITEKA RYA PEREZIDA N° 046/01 RYO KU WA 26/03/2021 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA Y'UBWAMI BWA YORODANIYA, YASHYIRIWEHO UMUKONO I AQABA, KU WA 3 UKUBOZA 2019</p> <p style="text-align: center;"><u>ISHAKIRO</u></p> <p><u>Ingingo ya mbere:</u> Kwemeza burundu</p> <p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p><u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa</p>	<p>PRESIDENTIAL ORDER N° 046/01 OF 26/03/2021 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN, SIGNED AT AQABA, ON 3 DECEMBER 2019</p> <p style="text-align: center;"><u>TABLE OF CONTENTS</u></p> <p><u>Article One:</u> Ratification</p> <p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p><u>Article 3:</u> Commencement</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 046/01 DU 26/03/2021 RATIFIANT L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU ROYAUME HACHÉMITE DE JORDANIE, SIGNÉ À AQABA, LE 3 DÉCEMBRE 2019</p> <p style="text-align: center;"><u>TABLE DES MATIÈRES</u></p> <p><u>Article premier:</u> Ratification</p> <p><u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté</p> <p><u>Article 3:</u> Entrée en vigueur</p>
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<p>ITEKA RYA PEREZIDA N° 046/01 RYO KU WA 26/03/2021 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA Y'UBWAMI BWA YORODANIYA, YASHYIRIWEHO UMUKONO I AQABA, KU WA 3 UKUBOZA 2019</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>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;</p> <p>Dushingiye ku Itegeko n° 004 ter/2021 ryo ku wa 04/02/2021 ryemera kwemeza burundu Amasezerano ajyanye no Gutwara Abantu n'Ibintu mu Kirere, hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma y'Ubwami bwa Yorodaniya, yakorewe i Aqaba, mu Bwami bwa Yorodaniya, ku wa 3 Ukuboza 2019;</p> <p>Tumaze kubona Amasezerano ajyanye no Gutwara Abantu n'Ibintu mu Kirere hagati ya Guverinoma ya Repubulika y'u Rwanda</p>	<p>PRESIDENTIAL ORDER N° 046/01 OF 26/03/2021 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN, SIGNED AT AQABA, ON 3 DECEMBER 2019</p> <p>We, KAGAME Paul, President of the Republic;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;</p> <p>Pursuant to Law n° 004 ter/2021 of 04/02/2021 approving the ratification of the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Hashemite Kingdom of Jordan, done at Aqaba, the Hashemite Kingdom of Jordan, on 3 December 2019;</p> <p>Considering the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 046/01 DU 26/03/2021 RATIFIANT L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU ROYAUME HACHÉMITE DE JORDANIE, SIGNÉ À AQABA, LE 3 DÉCEMBRE 2019</p> <p>Nous, KAGAME Paul, Président de la République;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;</p> <p>Vu la Loi n° 004 ter/2021 du 04/02/2021 approuvant la ratification de l'Accord Bilatéral sur les Services Aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Royaume Hachémite de Jordanie, fait à Aqaba, le Royaume Hachémite de Jordanie, le 3 décembre 2019;</p> <p>Considérant l'Accord Bilatéral sur les Services Aériens entre le Gouvernement de la République du Rwanda et le</p>
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<p>na Guverinoma y'Ubwami bwa Yorodaniya, yashyiriweho umukono i Aqaba, ku wa 3 Ukuboza 2019;</p> <p>Bisabwe na Minisitiri w'Ibikorwa Remezo;</p> <p>Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;</p> <p>TWATEGETSE KANDI DUTEGETSE:</p> <p><u>Ingingo ya mbere: Kwemeza burundu</u></p> <p>Amasezerano ajyanye no Gutwara Abantu n'Ibintu mu Kirere hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma y'Ubwami bwa Yorodaniya, yashyiriweho umukono i Aqaba, ku wa 3 Ukuboza 2019, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.</p> <p><u>Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka</u></p> <p>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.</p>	<p>the Hashemite Kingdom of Jordan, signed at Aqaba, on 3 December 2019;</p> <p>On proposal by the Minister of Infrastructure;</p> <p>After consideration and approval by the Cabinet meeting;</p> <p>HAVE ORDERED AND ORDER:</p> <p><u>Article One: Ratification</u></p> <p>The Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Hashemite Kingdom of Jordan, signed at Aqaba, on 3 December 2019, annexed to this Order, is ratified and becomes fully effective.</p> <p><u>Article 2: Authorities responsible for the implementation of this Order</u></p> <p>The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.</p>	<p>Gouvernement du Royaume Hachémite de Jordanie, signé à Aqaba, le 3 décembre 2019;</p> <p>Sur proposition du Ministre des Infrastructures;</p> <p>Après examen et adoption par le Conseil des Ministres;</p> <p>AVONS ARRÊTÉ ET ARRÊTONS:</p> <p><u>Article premier: Ratification</u></p> <p>L'Accord Bilatéral sur les Services Aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Royaume Hachémite de Jordanie, signé à Aqaba, le 3 décembre 2019, annexé au présent arrêté, est ratifié et sort son plein et entier effet.</p> <p><u>Article 2: Autorités chargées de l'exécution du présent arrêté</u></p> <p>Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.</p>
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<p><u>Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa</u></p> <p>Iri teka ritangira gukurikizwa ku muni ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p><u>Article 3: Commencement</u></p> <p>This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p><u>Article 3: Entrée en vigueur</u></p> <p>Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
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Kigali, 26/03/2021

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

<p>UMUGEREKA W'ITEKA RYA PEREZIDA N° 046/01 RYO KU WA 26/03/2021 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA Y'UBWAMI BWA YORODANIYA, YASHYIRIWEHO UMUKONO I AQABA, KU WA 3 UKUBOZA 2019</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 046/01 OF 26/03/2021 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN, SIGNED AT AQABA, ON 3 DECEMBER 2019</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 046/01 DU 26/03/2021 RATIFIANT L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU ROYAUME HACHÉMITE DE JORDANIE, SIGNÉ À AQABA, LE 3 DÉCEMBRE 2019</p>
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BILATERAL AIR SERVICE AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN

Preamble

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Article 3 Designation and authorization

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Preamble

The Governments of the Republic of Rwanda and Hashemite Kingdom of Jordan (hereinafter referred to as the Contracting Parties);

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

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

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

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

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

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

Have agreed as follows:

ARTICLE 1 DEFINITIONS

1. For the purpose of this Agreement and its Annex, unless the context otherwise requires:
- a) **'Aeronautical authorities'** means in the case of the Republic of Rwanda, the Ministry in charge of Civil Aviation and in the case of the Hashemite Kingdom of Jordan, Civil Aviation Regulatory Commission, or in both cases any other authority or person empowered to perform the functions now exercised by the said authorities;
 - b) **'Agreed services'** means regular air services for the transportation of passengers, cargo and mail on the routes specified in the Annex to this agreement;
 - c) **'Agreement'** means this Agreement, its Annex and any amendments thereto;
 - d) **'Aircraft equipment', 'Aircraft stores' and 'Spare parts'** have the meanings assigned to them in Annex 9 to the Convention;
 - e) **'Air service', 'international air Services', 'airline(s)', and 'stop for non traffic purposes'** have the meanings assigned to them in Article 96 of the Convention;
 - f) **'Air transportation'** means the public carriage by aircraft of passengers, baggage, cargo and mail separately or in combination, for remuneration or hire;
 - g) **'Capacity'** is the amount(s) of services provided under the agreement, usually measured in the number of flights (frequencies) or seats or tons of cargo offered in a market (city pair, or country-to-country) or on a route during a specific period, such as daily, weekly, seasonally or annually;
 - h) **'Code sharing'** means a commercial arrangement between airlines whereby one airline sells seats, under its own name by use of the flight designator code, on another airline's flight.
 - i) **'Convention'** means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944,

and includes any Annex adopted under Article 90 of that Convention, and any amendment of the Annexes or Convention under Articles 90 and 94, insofar as such Annexes and amendments have become effective for both Parties;

- j) **‘Designated airline’** means an airline which has been designated and authorized in accordance with Article 3 (Designation and Authorisation) of this Agreement;
- k) **‘International air transportation’** is air transportation in which the passengers, baggage, cargo and mail which are taken on board in the territory of one State are destined to another State;
- l) **‘Schedule services’** means those services operated regularly by designated 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 any fare, rate or charge for the carriage of passengers, baggage and/or cargo in air transportation charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;
- o) **‘Territory’** in relation to a State has the meaning assigned to it in Article 2 of the Convention;
- p) **‘User charges’** means a charge made to airlines by the competent authorities, or permitted by them to be made, for the provision of airport property or facilities or of air navigation facilities, or aviation security facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo.

ARTICLE 2 GRANT OF RIGHTS

1. Each Party grants to the other Party the rights specified in this Agreement for the purpose of operating international air services on the routes specified in the Annex (Route Schedule) to this Agreement.
2. Subject to the provisions of this Agreement, the airline(s) designated by each Contracting Party shall enjoy the following rights:
 - a) the right to fly across the territory of the other Contracting Party without landing;
 - b) the right to make stops in the territory of the other Contracting Party for non-traffic purposes;
 - c) the right to make stops at the point(s) on the route(s) specified in the Route Schedule to this Agreement for the purpose of taking on board and discharging international traffic in passengers, cargo and mail, separately or in combination.
3. Nothing in paragraph 2 shall be deemed to confer on the designated airline(s) of one Contracting Party the privilege of taking on board, in the territory of the other Contracting Party, passengers, cargo and mail for remuneration and destined for another point in the territory of the other Contracting Party.
4. If because of armed conflict, political disturbances or developments or special and unusual circumstances a designated airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangement of routes as is mutually decided by the Contracting Parties.

ARTICLE 3

DESIGNATION AND AUTHORIZATION

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party, one or more airlines to operate the agreed services in accordance with this Agreement and to withdraw or alter such designation.
2. On receipt of such a designation, and on application from the designated airline, each Contracting Party shall, grant the appropriate operating authorizations with minimum procedural delay, provided:
 - a) the designated airline has its principal place of business and permanent residence in the territory of the designating Contracting Party;
 - b) the substantial ownership and effective control of the designated airlines are vested in the Contracting Party designating the Airline(s) or in its nationals;
 - c) the Contracting Party designating the airline has and maintains effective regulatory control of the airline; and
 - d) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Contracting Party receiving the designation;
3. When an airline has been so designated and authorized, it may begin at any time to operate the agreed services in whole or in part, provided that the airline complies with the applicable provisions of this Agreement.

ARTICLE 4
WITHHOLDING, REVOCATION AND LIMITATION OF AUTHORIZATION

1. Each Contracting Party shall have the right to withhold the authorizations referred to in Article 3 of this Agreement with respect to an airline designated by the other Contracting Party, and to revoke, suspend or impose conditions on such authorizations:
 - a) in the event that they are not satisfied that the designated airline has its principal place of business and permanent residence in the territory of the designating Contracting Party;
 - b) the substantial ownership and effective control of the Designated Airlines are vested in the Contracting Party designating the Airline(s) or in its nationals;
 - c) 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
 - d) in the event of failure by such designated airline to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Contracting Party receiving the designation; and
2. Unless immediate action is essential to prevent infringement of the laws and regulations referred to above or unless safety or security requires action in accordance with the provisions of Article 6 (Safety) and Article 7 (Security), the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations between the Contracting Parties in conformity with Article 24 (Consultation) of this Agreement.

ARTICLE 5
APPLICATION OF LAWS

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

ARTICLE 6

SAFETY

1. Each Contracting Party may request consultations at any time concerning safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, aircrew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of that request.
2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 that meet the Standards established at that time pursuant to the Convention, the other Contracting Party shall be notified of such findings and of the steps considered necessary to conform with those Standards. The other Contracting Party shall then take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such longer period as may be agreed, shall be ground for the application of Article 4 of this Agreement.
3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Contracting Party, on service to or from the territory of another Contracting Party, may, while within the territory of the other Contracting Party be the subject of a search (in this Article called "ramp inspection") by the authorized representatives of the other Contracting Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of this search shall be to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that of the equipment and the condition of the aircraft conform to the Standards established at that time pursuant to the Convention.
4. If any such ramp inspection or series of ramp inspections referred to in paragraph 3 gives rise to:
 - a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; or

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

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

- 5. When urgent action is essential to ensure the safety of an airline operation, each Contracting Party reserves the right to immediately suspend or vary the operating authorization of the designated airline or airlines of the other Contracting Party
- 6. Any action by one Contracting Party in accordance with paragraph 5 above shall be discontinued once the basis for taking that action ceases to exist.

ARTICLE 7

AVIATION SECURITY

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

required by the other Party for entry into, departure from, or while within, the territory of that other Party.

7. Each Contracting Party shall ensure that measures are effectively applied within its territory to protect the aircraft and to security screen passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party also give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.
8. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.
9. Each Contracting Party shall have the right, within sixty (60) days following notice, for its aeronautical authorities to conduct an assessment in the territory of the other Contracting Party of the security measures being carried out, or planned to be carried out, by aircraft operators in respect of flights arriving from, or departing to the territory of the first Contracting Party. The administrative arrangements for the conduct of such assessments shall be agreed between the aeronautical authorities and implemented without delay so as to ensure that assessments will be conducted expeditiously.
10. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the first Contracting Party may request immediate consultations. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for withholding, revoking, suspending or imposing conditions on the authorizations of the airline or airlines designated by the other Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the first Party may take interim action at any time.

ARTICLE 8

RECOGNITION OF CERTIFICATES

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

ARTICLE 9
FAIR COMPETITION

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

ARTICLE 10 CAPACITY

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

ARTICLE 11
APPROVAL OF SCHEDULES

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

ARTICLE 12
STATISTICS

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

ARTICLE 13

CODESHARE/COOPERATIVE ARRANGEMENTS

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

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

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

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

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

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

4. It is the common understanding of both Contracting Parties that code-sharing services are not counted against the frequency entitlement of the marketing airline.

ARTICLE 14
NON-NATIONAL PERSONNEL AND ACCESS TO LOCAL SERVICES

1. The designated airline of each Contracting Party shall be allowed to bring into and to maintain in the territory of the other Contracting Party their representatives and managerial, operational and technical staff of any nationality as required in connection with the operation of agreed services.
2. Such representatives and staff requirements mentioned in paragraph 1 above may, at the option of the designated airline, be satisfied by its own personnel of any nationality or by using the services of any other airline, organization or company operating in the territory of the other Contracting Party and authorized to perform such services for other airlines.
3. Subject to the laws and regulations in force, each Contracting Party shall, with the minimum procedural delay, facilitate the issuance of the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article.

ARTICLE 15
SALE AND MARKETING OF AIR SERVICE PRODUCTS

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

ARTICLE 16
GROUND HANDLING

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

ARTICLE 17

TARIFFS

1. Each Contracting Party shall allow tariffs for air transportation to be established by each designated airline based upon commercial considerations in the marketplace. Intervention by the Contracting Parties shall be limited to:-
 - (a) prevention of tariffs whose application constitutes anti-competitive behavior which has or is likely to or intended to have the effect of crippling a competitor or excluding a competitor from a route;
 - (b) protection of consumers from tariffs that are unreasonably high or restrictive due to the abuse of a dominant position; and
 - (c) protection of designated airlines from tariffs that are artificially low.
2. Tariffs for international air transportation between the territories of the Contracting Parties shall not be required to be filed. Notwithstanding the foregoing, the designated airlines of the Contracting Parties shall continue to provide immediate access, on request, to information on historical, existing, and proposed tariffs to the Aeronautical Authorities of the Contracting Parties in a manner and format acceptable to those Aeronautical Authorities.
3. If either Contracting Party believes that any such tariff is inconsistent with the considerations set forth in paragraph 1 of this Article, it shall request for consultations and notify the other Contracting Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than thirty (30) days after receipt of the request, and the Contracting Parties shall cooperate in securing information necessary for reasoned resolution of the issue.

ARTICLE 18

CUSTOMS DUTIES

1. Each Contracting Party shall on the basis of reciprocity exempt a designated airline of the other Contracting Party to the fullest extent possible under its national law from customs duties, excise taxes, inspection fees and other national duties and charges on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores and other items such as printed ticket stock, air waybills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed free of charge by that designated airline intended for use or used solely in connection with the operation or servicing of aircraft of the designated airline of such other Contracting Party operating the agreed services.
2. The exemptions granted by this Article shall apply to the items referred to in paragraph 1:
 - a) introduced into the territory of one Contracting Party by or on behalf of the designated airline of the other Contracting Party;
 - b) retained on board the aircraft of the designated airline of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party; or consumed during flight over that territory;
 - c) taken on board the aircraft of the designated airline of one Contracting Party in the territory of the other Contracting Party and intended for use in operating the agreed services;

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

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

ARTICLE 19
TRANSFER OF FUNDS

1. Each Contracting Party shall grant to the designated airlines of the other Contracting Party the right to transfer freely the excess of receipts over expenditure earned by such airlines in its territory in connection with the sale of air transportation, sale of other ancillary products and services as well as commercial interest earned on such revenues. Such transfers shall be effected in any convertible currency, in accordance with the foreign exchange regulations of the Contracting Party in the territory of which the revenue accrued.

ARTICLE 20
USER CHARGES

1. No Contracting Party shall impose or permit to be imposed, on the designated airline(s) of the other Contracting Party user charges higher than those imposed on its own designated airline(s) operating similar international air services.
2. Each Contracting Party shall encourage consultations between its competent charging authorities and the designated airlines using the services and facilities, where practicable through those airlines' representative organisations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their views before changes are made.

ARTICLE 21
LEASING

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

ARTICLE 22
INTERMODAL SERVICES

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

ARTICLE 23
EXCHANGE OF INFORMATION

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

ARTICLE 24
CONSULTATION

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

ARTICLE 25

SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle their dispute by bilateral negotiations.
2. If the Contracting Parties fail to reach a settlement by negotiation, the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be named by each Contracting Party and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party.
3. Each of the Contracting Parties shall designate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other Contracting Party of a diplomatic note requesting arbitration of the dispute and the third arbitrator shall be agreed upon within a further period of sixty (60) days.
4. If either of the Contracting Parties fails to designate its own arbitrator within the period of sixty (60) days or if the third arbitrator is not agreed upon within the period indicated, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators.
5. The arbitration tribunal shall determine its own appropriate procedures.
6. The Contracting Parties undertake to comply with any decision given under paragraph 2 of this Article.
7. Each Contracting Party shall bear the costs of the arbitrator appointed by it. The other costs of the tribunal shall be shared equally by the Contracting Parties.

ARTICLE 26
AMENDMENT OF AGREEMENT

1. If either Contracting Party considers it desirable to amend any provision of this Agreement, it shall notify the other Contracting Party in writing of the need for amendment.
2. Any amendment to this Agreement agreed upon by the Contracting Parties, shall enter into force upon the completion of the exchange of diplomatic notes confirming such agreement.
3. Notwithstanding the provisions of paragraph 2 above, any amendment of the Annex to this Agreement shall be agreed upon in writing between the Aeronautical Authorities of the Contracting Parties and shall enter into force on the date to be determined by the said Authorities.

ARTICLE 27
MULTILATERAL CONVENTIONS

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

ARTICLE 28
REGISTRATION

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

ARTICLE 29
TERMINATION

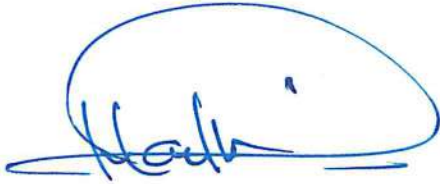
1. Either Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall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

ARTICLE 30
ENTRY INTO FORCE

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

IN WITNESS WHEREOF the undersigned being duly authorized thereto by their respective Governments, have signed this Agreement in the English Language and Arabic all the texts being equally authentic. In the case of the divergence of interpretation the English text shall prevail.

Done at Agabo on this 3rd day of Dec' of the year 2019.



For The Government Of The Hashemite
Kingdom Of Jordan



For The Government Of The Republic
Of Rwanda

ANNEX

ROUTE SCHEDULE

Section 1

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

DEPARTURE POINTS IN RWANDA	INTERMEDIATE POINTS	POINTS IN JORDAN	BEYOND POINTS
Any points	Any points	Any points	Any points

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

DEPARTURE POINTS IN JORDAN	INTERMEDIATE POINTS	POINTS IN RWANDA	BEYOND POINTS
Any points in	Any points	Any points	Any points

Section 2

Operational flexibility

The designated airlines of either Contracting Party may, on any or all flights and at its option:

- a) operate flights in either or both directions;
- b) combine different flight numbers within one aircraft operation;
- c) serve intermediate and beyond points on the routes in any combination and in any order;
- d) omit stops at any point or points; and
- e) transfer traffic (including codesharing operations) from any of its aircraft to any of its other aircraft at any point on the routes.

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 046/01 ryo ku wa 26/03/2021 ryemeza burundu Amasezerano ajyanye no Gutwara Abantu n'Ibintu mu Kirere hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma y'Ubwami bwa Yorodaniya, yashyiriweho umukono i Aqaba, ku wa 3 Ukuboza 2019</p>	<p>Seen to be annexed to Presidential Order n° 046/01 of 26/03/2021 ratifying the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Hashemite Kingdom of Jordan, signed at Aqaba, on 3 December 2019</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 046/01 du 26/03/2021 ratifiant l'Accord Bilatéral sur les Services Aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Royaume Hachémite de Jordanie, signé à Aqaba, le 3 décembre 2019</p>
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Kigali, 26/03/2021

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w’Intebe
Prime Minister
Premier Ministre

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

(sé)

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