



Umwaka wa 60
Igazeti ya Leta n° Idasanzwe
yo ku wa 30/03/2021

Year 60
Official Gazette n° Special of
30/03/2021

60^{ème} Année
Journal Officiel n° Spécial du
30/03/2021

Ibirimo/Summary/Sommaire

page/urup.

A. Amategeko/Laws/Lois

N° 005 ter/2021 ryo ku wa 04/02/2021

Itegeko ryemera kwemeza burundu Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere, hagati ya Guverinoma ya Repubulika ya Dominikani na Guverinoma ya Repubulika y'u Rwanda, yakorewe i *Aqaba* mu Bwami bwa Yorodaniya, ku wa 4 Ukuboza 2019.....4

N°005 ter/2021 of 05/02/2021

Law approving ratification of the Air Services Agreement between the Government of the Dominican Republic and the Government of the Republic of Rwanda, done at *Aqaba*, Hashemite Kingdom of Jordan, on 4 December 20194

N°005 ter/2021 du 05/02/2021

Loi approuvant la ratification de l'Accord sur les services aériens entre le Gouvernement de la République Dominicaine et le Gouvernement de la République du Rwanda, fait à *Aqaba*, le Royaume Hachémite de Jordanie, le 4 décembre 2019.....4

N° 006 bis/2021 ryo ku wa 05/02/2021

Itegeko ryemera kwemeza burundu amasezerano ajyanye no gutwara abantu n'ibintu mu kirere, hagati ya Guverinoma ya Repubulika ya *Chile* na Guverinoma ya Repubulika y'u Rwanda, yakorewe i *Aqaba*, mu Bwami bwa Yorodaniya, ku wa 4 Ukuboza 2019.....28

N°006 bis/2021 of 05/02/2021

Law approving ratification of the air transport agreement between the Government of the Republic of Chile and the Government of the Republic of Rwanda, done at *Aqaba*, the Hashemite Kingdom of Jordan, on 4 December 2019.....28

N°006 bis/2021 du 05/02/2021

Loi approuvant la ratification de l'Accord sur le transport aérien entre le Gouvernement de la République du Chili et le Gouvernement de la République du Rwanda, fait à *Aqaba*, le Royaume Hachémite de Jordanie, le 4 décembre 2019.....28

N° 007 bis/2021 ryo ku wa 05/02/2021

Itegeko ryemera kwemeza burundu Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere, hagati ya Guverinoma ya Repubulika ya *Finland* na Guverinoma ya Repubulika y'u Rwanda, yakorewe i *Montreal*, muri *Canada* ku wa 26 Nzeri 2019.....52

N°007 bis/2021 of 05/02/2021

Law approving ratification of the Air Services Agreement between the Government of the Republic of Finland and the Government of the Republic of Rwanda, done at Montreal, Canada on 26 September 2019.....52

N°007 bis/2021 du 05/02/2021

Loi approuvant la ratification de l'Accord sur les services aériens entre le Gouvernement de la République de Finlande et le Gouvernement de la République du Rwanda, fait à Montréal, Canada le 26 septembre52

B. Amateka ya Perezida/Presidential Orders/Arrêtés Présidentiels

N° 047/01 ryo ku wa 26/03/2021

Iteka rya Perezida ryemeza burundu Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika ya Dominikani na Guverinoma ya Repubulika y'u Rwanda, yashyiriweho umukono i Aqaba mu bwami bwa Yorodaniya, ku wa 4 Ukuboza 2019.....76

N°047/01 of 26/03/2021

Presidential Order ratifying the air services agreement between the Government of the Dominican Republic and the Government of the Republic of Rwanda, signed at Aqaba, Hashemite Kingdom of Jordan, on 4 December 2019.....76

N° 047/01 du 26/03/2021

Arrêté Présidentiel ratifiant l'Accord sur les services aériens entre le Gouvernement de la République Dominicaine et le Gouvernement de la République du Rwanda, signé à Aqaba, le Royaume Hachémite de Jordanie, le 4 décembre 2019.....76

N° 048/01 ryo ku wa 26/03/2021

Iteka rya Perezida ryemeza burundu Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika ya Chile na Guverinoma ya Repubulika y'u Rwanda, yashyiriweho umukono i Aqaba muri Yorodaniya, ku wa 4 Ukuboza 2019.....100

N°048/01 of 26/03/2021

Presidential Order ratifying the air transport agreement between the Government of the Republic of Chile and the Government of the Republic of Rwanda, signed at Aqaba, Jordan, on 4 December 2019.....100

N° 048/01 du 26/03/2021

Arrêté Présidentiel ratifiant l'Accord sur le transport aérien entre le Gouvernement de la République du Chili et le Gouvernement de la République du Rwanda, signé à Aqaba, Jordanie, le 4 décembre 2019.....100

N° 049/01 ryo ku wa 26/03/2021

Iteka rya Perezida ryemeza burundu Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika ya Finland na Guverinoma ya Repubulika y'u Rwanda, yashyiriweho umukono i Montreal muri Canada, ku wa 26 Nzeri 2019.....124

N° 049/01 of 26/03/2021

Presidential Order ratifying the air services agreement between the Government of the Republic of Finland and the Government of the Republic of Rwanda, signed at Montreal, Canada, on 26 September 2019.....124

N° 049/01 du 26/03/2021

Arrêté Présidentiel ratifiant l'Accord sur les services aériens entre le Gouvernement de la République de Finlande et le Gouvernement de la République du Rwanda, signé à Montréal, Canada, le 26 septembre 2019.....124

N° 050/01 ryo ku wa 26/03/2021

Iteka rya Perezida rishyiraho Umuyobozi Mukuru.....148

N° 050/01 of 26/03/2021

Presidential Order appointing a Vice Chancellor148

N° 050/01 du 26/03/2021

Arrêté Présidentiel portant nomination d'un Vice Chancelier148

<p>ITEGEKO N° 005 ter/2021 RYO KU WA 05/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA DOMINIKANI, YAKOREWE I AQABA MU BWAMI BWA YORODANIYA, KU WA 4 UKUBOZA 2019</p> <p><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° 005 ter/2021 OF 05/02/2021 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE DOMINICAN REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, DONE AT AQABA, HASHEMITE KINGDOM OF JORDAN, ON 04 DECEMBER 2019</p> <p><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° 005 ter/2021 DU 05/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DOMINICAINE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, FAIT À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 4 DÉCEMBRE 2019</p> <p><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° 005 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 YA DOMINIKANI NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YAKOREWE I AQABA MU BWAMI BWA YORODANIYA, KU WA 4 UKUBOZA 2019</p>	<p>LAW N° 005 ter/2021 OF 05/02/2021. APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE DOMINICAN REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, DONE AT AQABA, HASHEMITE KINGDOM OF JORDAN, ON 4 DECEMBER 2019</p>	<p>LOI N° 005 ter/2021 DU 05/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DOMINICAINE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, FAIT À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 4 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 DUHAMUJE, 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</p>	<p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in</p>	<p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015,</p>

<p>ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 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 ya Dominikani na Guverinoma ya Repubulika y'u Rwanda, yakorewe i <i>Aqaba</i> mu Bwami bwa Yorodaniya, ku wa 4 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 ya Dominikani na Guverinoma ya Repubulika y'u Rwanda, yakorewe i <i>Aqaba</i> mu Bwami bwa Yorodaniya, ku wa 4 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>2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 122, 167, 168 and 176;</p> <p>After consideration of the Air Services Agreement between the Government of the Dominican Republic and the Government of the Republic of Rwanda, done at Aqaba, Hashemite Kingdom of Jordan, on 4 December 2019;</p> <p>ADOPTS:</p> <p><u>Article One:</u> Approval for ratification</p> <p>The Air Services Agreement between the Government of the Dominican Republic and the Government of the Republic of Rwanda, done at Aqaba, Hashemite Kingdom of Jordan, on 4 December 2019, annexed to this Law, 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 Dominicaine et le Gouvernement de la République du Rwanda, fait à Aqaba, le Royaume Hachémite de Jordanie, le 4 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 Dominicaine et le Gouvernement de la République du Rwanda, fait à Aqaba, le Royaume Hachémite de Jordanie, le 4 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, 05/02/2021

(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° 005 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 YA DOMINIKANI NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YAKOREWE I AQABA MU BWAMI BWA YORODANIYA, KU WA 4 UKUBOZA 2019</p> <p>9</p>	<p>ANNEX TO LAW N° 005 ter/2021 OF 05/02/2021. APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE DOMINICAN REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, DONE AT AQABA, HASHEMITE KINGDOM OF JORDAN, ON 4 DECEMBER 2019</p>	<p>ANNEXE A LA LOI N° 005 ter/2021 DU 05/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DOMINICAINE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, FAIT À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 4 DÉCEMBRE 2019</p>
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**AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF THE DOMINICAN REPUBLIC
AND
THE GOVERNMENT OF THE REPUBLIC OF RWANDA**

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

Desiring to promote an international aviation system based on competition among airlines;

Desiring to favor the rise of international air transport, by putting air transport networks which are able to provide air services to meet the needs of the traveling and shipping public;

Desiring to make it possible for airlines to offer the traveling and shipping public competitive prices and services in open markets;

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

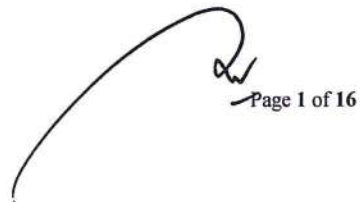
Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944;

Have agreed as follows:

**ARTICLE 1
DEFINITIONS**

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

- (a) "Convention" means the Convention of International Civil Aviation opened for signature at Chicago on 7 December 1944, and includes any Annex thereto adopted under Article 90 of that Convention, and any amendment to the Convention or its Annexes adopted under Articles 90 and 94 of the Convention, insofar as such Annexes and amendments have become effective for both Parties;
- (b) "Agreement" means this Agreement, its Annexes and any amendments thereto;
- (c) "Aeronautical authorities" means:
 - (i) In the case of the Dominican Republic, the Civil Aviation Board;
 - (ii) In the case of the Republic of Rwanda, the Ministry in charge of civil aviation;and



Page 1 of 16

Or in both cases, any person or body authorized to perform functions at present exercisable by the above-mentioned authorities or similar functions;

- (d) "Agreed services" means the air services established on the specified routes pursuant to the Annex to the present Agreement;
- (e) "Air service", "international air services", "airline" and "stop for non-traffic purposes", have the meanings respectively assigned to them in Article 96 of the Convention;
- (f) "Designated airline" means an airline or airlines designated by one Party and authorized by the other Party in accordance with Article 3 of this Agreement;
- (g) "Aircraft equipment", "stores", and "spare parts" have the meaning respectively assigned to them in Annex 9 of the Convention;
- (h) "Specified routes" means routes specified in the Annex to the present Agreement;
- (i) "Tariffs" means the prices to be paid for the carriage of passengers, baggage, cargo and the conditions under which these prices apply, including prices, commissions and conditions of agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail;
- j) "Territory" in relation to a State, designates the land areas, the adjacent territorial waters and the air space above them under the sovereignty of that State".
- k) "User charges" means a charge made to airlines by the competent authorities, or permitted by them to be made, for the provision of airport property or facilities or of air navigation facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo.
- l) "ICAO" designates the International Civil Aviation Organization.

For the avoidance of doubt, all references to the singular shall include the plural and all references to the plural shall include the singular.

ARTICLE 2

GRANT OF TRAFFIC RIGHTS

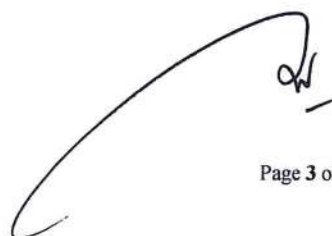
1. Each Party grants to the other Party the rights specified in the present Agreement for the conduct of international air services on the specified routes.
2. Subject to the provisions of the present Agreement, the designated airlines of each Party, during the conduct of international air services, shall enjoy the following rights.



- a) The right to fly across the territory of the other Party without landing;
 - b) The right to make stops in the territory of the Party for non-traffic purposes;
 - c) The right to make stops in the said territory, at the points specified for that route in the Annex to this Agreement, for the purpose of putting down and taking on international traffic in passengers, cargo and mail, separately or in combination carried for compensation;
3. The airline(s) of each Party, other than those designated under Article 3 (Designation and Authorization) of this Agreement, shall also enjoy the right specified in subparagraphs (a) and (b) of paragraph 2 of this Article. That airline shall be required to meet other conditions prescribed under laws and regulations normally applied to the operation of the international air transport services by the Party considering the application.
4. Nothing in this Article shall be deemed to confer on the airline(s) of one Party the rights to take on board, in the territory of the other Party, passengers, their baggage, cargo, or mail carried for compensation and destined for another point in the territory of that other Party.

ARTICLE 3 DESIGNATION AND AUTHORISATION

1. Each Party has the right to designate one or more airlines as it wishes for the purpose of operating the agreed services on the specified routes, and to withdraw or alter such designations. The designation shall be transmitted to the other Party in writing and shall specify whether the airline is authorized to conduct the type of air services on the specified routes.
2. On receipt of such a designation, and of application from the designated airline, in the form and manner prescribed for operating authorization, the other Party shall grant the appropriate authorizations with minimum procedural delay, provided that:
- a) That designated airline is constituted under the laws of the State that designates it, and that it has its domicile and main business office in the territory of said State, or substantial ownership and effective control of that airline are vested in the Party that designated that airline, nationals of that Party, or both;
 - b) The designated airline is the holder of an air operator certificate or any other equivalent document which is valid in accordance with the laws and regulations in force in the Party designating the airline;
 - c) The Party designating the airline has and maintains effective regulatory control of that airline;



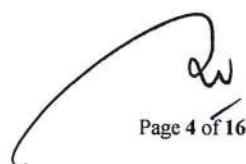
- d) The designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of air services by the Party considering the application(s); and
- e) The Party that designated the airline is maintaining and administering the standards set forth in Article 12 (Air Safety) and Article 13 (Aviation Security) of this agreement.

ARTICLE 4
WITHHOLDING, REVOCATION, SUSPENSION OR LIMITATION OF OPERATING
AUTHORISATIONS

1. Each Party shall have the right to withhold, revoke, suspend, limit or impose conditions on the operating authorizations of the airline designated by the other Party where:
 - a) That the designated airline is not constituted under the laws of the State that designates it, and that its domicile and main business office is not located in the territory of said State, or substantial ownership and effective control of that airline are not vested in the other Party, that other Party's nationals, or both;
 - b) The designated airline does not hold an air operator certificate or any other equivalent document which is valid in accordance with the laws and regulations in force of the Party designating the airline;
 - c) The Party designating the airline does not have effective regulatory control of that airline;
 - d) The designated airline has failed to meet any condition prescribed under the laws and regulations normally applied to the operation of international air services by the Party considering the application or applications; or
 - e) The designated airline has failed to comply with the provision set forth in Articles 12 (Air Safety) and Article 13 (Aviation Security).
2. Unless immediate measures are essential to prevent further non-compliance with subparagraphs (c) or (d) of paragraph 1 of this Article, the rights established by this Article shall be exercised only after consultations with the Party designating the airline, in accordance with the provisions set forth in Article 23 (Consultations and Amendments) of the present Agreement.

ARTICLE 5
FAIR COMPETITION AND OPERATION OF AIR SERVICES

1. Each Party shall provide to all designated airlines of both Parties fair and equal opportunity to compete in operating air services governed by this Agreement.



Page 4 of 16

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

ARTICLE 6

APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations of one Party relating to admission to, flight within or departure from its territory of an aircraft of designated airline(s) engaged in international air navigation, or to the operation or navigation of such aircraft while within its territory, shall apply to the aircraft upon entering or departing from or while within the territory of that Party.
2. The laws and regulations of one Party relating to entry into, stay in, or departure from its territory of passengers, baggage, crew, cargo or mail, such as laws and regulations relating to entry, exit, emigration, immigration, passports as well as customs and health or sanitary measures, shall apply to passengers, baggage, crew, cargo and mail carried by the aircraft of the designated airline(s) of the other Party upon entry into or departure from or while within the territory of the first Party.
3. In general, in the application of laws and regulations in force, neither Party shall give preference to its own nor any other airlines over designated airline of the other Party engaged in similar international air services.

ARTICLE 7

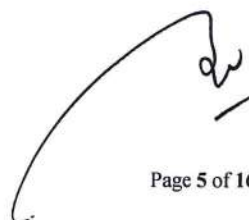
DIRECT TRANSIT

Passengers, baggage and cargo in direct transit through the territory of either Party and not leaving the area of the airport reserved for such purpose, shall be subject to a simplified control. Passengers, baggage and cargo in direct transit through the territory of either Party or not leaving the area of the airport reserved for such purpose shall be subject to further examination for reasons of aviation security, narcotics control, and prevention of illegal entry or in special circumstances.

ARTICLE 8

USER CHARGES

1. Neither Party shall impose or permit to be imposed 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. The charges applied to airlines for the use of airports, their facilities and other facilities and services, as well as any charges for the use of air navigation facilities, communication and services, will be established in accordance with the laws and regulations of each Party.

ARTICLE 9 TARIFFS

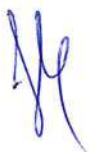
1. The designated airlines fix freely their tariffs and endeavor to practice reasonable tariffs with due regard being paid to all relevant factors, especially users interests, cost of exploitation service characteristics, commission rates, a reasonable profit and all other commercial consideration in the market.
2. Tariffs charged by airlines shall not be required to be filled with, or approved, by either Party.
3. Notwithstanding paragraph 1 of this Article, either Party may require information of tariffs proposed by its own airline, or the designated airline(s) of the other Party for carriage to or from its territory.
4. Without limiting the application of general competition and consumer law in each Party, consultations in accordance with the provisions set forth in Article 23 (Consultations and Amendments) of the present Agreement, may be initiated by either Party to:
 - a) Prevent unreasonably discriminatory tariffs or practices;
 - b) Protect consumers from tariffs that are unreasonably high or unreasonably restrictive due either to the abuse of dominant position or to concerted practices among air carriers; and
 - c) Protect airlines from tariffs that are artificially low because of direct or indirect governmental subsidy or support.

ARTICLE 10 EXCHANGE OF INFORMATION

The aeronautical authorities of each Party shall provide to the aeronautical authorities of the other Party, on request, information relating to the traffic carried on the agreed services by the respective designated airline (s). Such information shall include statistics and other information required in determining the amount of traffic carried by those airlines on the agreed services.

ARTICLE 11 RECOGNITION OF CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid in accordance with the laws and regulations of one Party and still in force, shall be



recognized as valid by the other Party for the purpose of operating the specified routes, provided that the requirements under which such certificates and licenses are issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.

2. Each Party reserves the right, however, to refuse to recognize as valid, for the purpose of flights within its own territory, certificates of competency and licenses granted to its own nationals by the other Party.

ARTICLE 12

AIR SAFETY

1. Each Party may request consultations at any time concerning the safety standards maintained by the other Party in areas relating to aeronautical facilities, flight crew, aircraft and the consultations shall take place within thirty (30) day of that request.
2. If, following such consultations one Party finds that the other Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 of this Article that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Party shall notify the other Party of those findings and of the steps considered necessary to conform with those minimum standards established at that time pursuant to the Convention, and the other 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 subparagraph (e) of paragraph 1 of Article 4 (Withholding, Revocation, Suspension, or Limitation of Operating Authorizations) of this Agreement.
3. Pursuant to Article 16 of the Convention, it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of the 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 authorized representatives of the other Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.
4. If any such ramp inspections give rise to:
 - (a) Serious concerns that an aircraft or the operation of effective 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 Party carrying out the ramp inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licenses in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid or that the requirements under which that aircraft is operated are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the airline or airlines of one 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 authorization of an airline or airlines of the other Party immediately in the event the first Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.
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 13

AVIATION SECURITY

1. Consistent with their rights and obligation under international law, the Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo 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 24 February 1988, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991 as well as with any other convention and protocol relating to the security of civil aviation which both Parties adhere to.
2. The Parties shall provide, upon request, all practicable assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.
3. The 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 Parties. Each Party shall require that operators of aircraft of their registry, or operators of aircraft who have their principal place of business or permanent residence in its territory, and the operators of airports in its territory, act in conformity with such aviation security provisions.

4. Each Party agrees that such operators of aircrafts shall be required to observe the aviation security provisions referred to in paragraphs 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, and baggage, cargo and aircraft stores prior to and during boarding or loading.

Each Party shall also give sympathetic 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 seizures of civil aircraft or other unlawful act against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.
6. When a Party has reasonable grounds to believe that the other Party has departed from the aviation security provisions of this Article, that Party may request immediate consultations with the other Party.
7. Without prejudice to Article 4 (Withholding, Revocation, Suspension or Limitation of Operating Authorizations) of this Agreement, failure to reach a satisfactory agreement within fifteen (15) days from the date of such request will constitute grounds to withhold, revoke, suspend, limit or impose conditions on the operating authorization of the air carriers of both Parties.
8. When required by an immediate and extraordinary threat, a Party may take interim action prior to the expiry of fifteen (15) days.
9. Any action taken in accordance with the paragraph 7 above shall be discontinued upon compliance by the other Party with the provisions of this Article.

ARTICLE 14

EXEMPTION FROM CUSTOMS DUTIES AND OTHER TAXES

1. Aircraft operated, for the agreed services, by the designated airline(s) of either Party, as well as any aircraft equipment, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft are exempt from all customs



duties, inspection fees and other similar charges on arriving in the territory of the other Party, provided that such time as they are re-exported or are used on the part of the journey performed over that territory.

2. Subject to paragraph 3 of this Article, they are also exempt from customs duties, inspection fees and similar charges:
 - a) Aircraft stores taken on board in the territory of a Party; within limits fixed by the aeronautical authorities of that Party, and for use on board outbound aircraft engaged on an agreed service of the other Party;
 - b) Spare parts, introduced into the territory of either Party for the maintenance or repair of aircrafts used, for the agreed services, by the designated airline(s) of the other Party;
 - c) Lubricants, and consumable technical supplies, to be supplied to an inbound/ transiting/ outbound aircraft operated, on agreed services, by the designated Airline(s) of the other Party, even when such supplies are to be used on the part of the journey performed over the territory of the Party in which they are taken on board.
3. Materials and supplies referred to in subparagraphs (a), (b) and (c) of paragraph 2 of this Article, may be subject to customs surveillance or control, of two Parties.
4. Baggage and cargo in direct transit are exempt from customs duties and other similar taxes provided that these will be under customs surveillance or control.
5. The regular airborne equipment, as well as the materials and supplies retained on board an aircraft of the designated airline(s) of either Party, may be unloaded in the territory of the other Party only with the approval of the customs authorities of that other Party and such customs authorities may require that such equipment, materials and supplies be placed under their surveillance up to such time as they are re-exported or otherwise disposed of in accordance with customs laws and regulations.

ARTICLE 15 COMMERCIAL ACTIVITIES

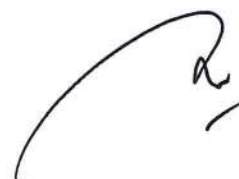
1. In accordance with the laws and regulations of the other Party, the designated airline(s) of one Party shall have the right:
 - a) In relation to entry, residence and employment, to bring in and maintain in the territory of the other Party managerial and other specialist staff, office equipment and other related equipment and promotional materials required for the operation of international air services;
 - b) To employ technical administrative and commercial personnel of its own nationality subject to the laws and regulations in force in the country in which these personnel is to be employed;

- c) To use the services of personnel of any other organization, company or airline operating in the territory of the other Party;
 - d) To establish offices in the territory of the other Party for the purposes of provision, promotion and sale of air services;
 - e) To sell and market international air services and related products in the territory of that other Party, directly and, at its discretion, through its agents or other intermediaries, in the local currency or in freely convertible currencies of other countries; and
 - f) To convert and remit to the territory of its incorporation, on demand, local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly without restrictions or taxation in respect thereof at the rate of exchange applicable to current transactions and remittance on the date the carrier makes the initial application for remittance. Such conversion and remittance shall be made in accordance with the foreign exchange regulations of the Party concerned.
2. The designated airlines of each Party have the right to enter into cooperative marketing arrangements subject to national laws, regulations and policies, such as blocked space, code sharing or leasing arrangements with an airline or airlines of either Party or airlines of a third country, provided that the airlines have the appropriate authorization of exploitation.
3. The marketing airline may be required to file any proposed co-operative marketing arrangements with the aeronautical authorities of each Party before its introduction.
4. When holding out services for sale, the marketing airline will make it clear to the purchasers of tickets for such services, at the point of sale, which airline will be the operating airline on each sector of the services and with which airline or airlines the purchaser is entering into a contractual relationship.

ARTICLE 16

LEASING

1. Either Party may prevent the use of leased aircraft for services under this Agreement which does not comply with Article 12 (Air Safety) and Article 13 (Aviation Security) of this agreement.
2. Subject to paragraph 1 of this Article, the designated airlines of each Party may operate services under this Agreement by using leased aircraft which meets the requirements provided by Article 12 (Air Safety) and Article 13 (Aviation Security) of this Agreement.



ARTICLE 17
CHANGE OF GAUCE

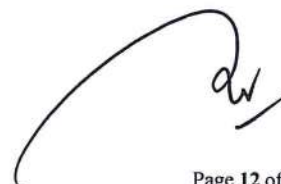
On any international segment or segments of the agreed routes, a designated airline may perform international air transportation without any limitation as to change, at any point on the route, in type or number of aircraft operated; provided that (with the exception of all-cargo services) the transportation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

ARTICLE 18
GROUND HANDLING

1. Subject to applicable safety provisions, including ICAO Standards and Recommended Practices (SARP's) contained in Annexes 6 and 17, and in accordance with local laws and regulations, each Party shall authorize airline(s) of the other Party, at each airline(s) choice, to:
 - a) Perform its own ground handling services;
 - b) Join with others in forming a services-providing entity; and/or
 - c) Select among competing service providers.
2. When the internal rules of a Party limit the exercise of the aforementioned rights, each designated airline shall be treated in a non-discriminatory manner with regard to ground handling services offered by a provider or duly authorized providers.
3. The exercise of the rights provided in paragraph 1 of this Article shall be subject to the physical or operational limitations resulting from considerations of safety or aviation security at the airport.

ARTICLE 19
INTERMODAL SERVICES

Notwithstanding any other provision of this Agreement, airlines and indirect providers of cargo transportation of both Parties shall be permitted, without restriction, to employ in connection with international air transportation any surface transportation for cargo to or from any points in the territories of the Parties or in third countries, including transport to and from all airports with customs facilities, and including, where applicable, the right to transport cargo in bond under applicable laws and regulations. Such cargo, whether moving by surface or by air, shall have access to airport customs processing and facilities. Airlines may elect to perform their own surface transportation or to provide it through arrangements with other surface carries, including surface transportation operated by other airlines and other 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 20 COMPUTER RESERVATION SYSTEM (CRS)

Each Party shall apply the ICAO Code of Conduct for the Regulation and Operation of Computer Reservation Systems within its territory consistent with other applicable regulations and obligations concerning computer reservation systems.

ARTICLE 21 APPROVAL OF SCHEDULES

1. The designated airline of each Party shall submit its envisaged flight schedules for approval to the aeronautical authorities of the other Party at least thirty (30) days prior to the operation of the agreed services. The same procedure shall apply to any modification thereof.
2. For supplementary flights which designated airlines of one Party wishes to operate on the agreed services outside the approved timetable, that airline must request prior permission from the aeronautical authorities of the other Party. Such requests shall usually be submitted at least three (3) working days prior to the operation of such flights.

ARTICLE 22 NON-REGULAR OPERATIONS / CHARTER

1. Airlines of each Party shall have the right to transport charter-type passengers (and the accompanying baggage) international traffic and / or cargo (including, among others, a combination of passengers / cargo).
2. Each Party shall, subject to reciprocity, respond within the deadlines established by the authorities of the Parties, without delay, requests for non-scheduled or charter operations made by airlines that are duly authorized by the other Party.
3. Provisions concerning the application of laws, granting of rights, recognition of certificates and licenses, security, aviation security, user rights, customs duties, statistics and consultations and all other relevant articles on this agreement, including local tax rates shall also apply to non-scheduled or charter flights operated by the airlines of a Party to and from the territory of the other Party.

ARTICLE 23 CONSULTATIONS AND AMEDMENTS

1. In a spirit of close cooperation, the aeronautical authorities of the Parties shall consult with each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and the Annex attached



hereto and shall consult whenever necessary to provide for amendment to this Agreement or the Annex.

2. Either Party may request consultations, which may be through discussions or by correspondence. Consultations shall begin within a period of thirty (30) days from the date the other Party receives a written request, unless otherwise agreed by both Party.
3. Any amendment of this Agreement, or its Annex, shall be affected by an exchange of diplomatic notes and shall enter into force on such date as is provided for by the latter note.

ARTICLE 24

MULTILATERAL AGREEMENTS

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

ARTICLE 25

SETTLEMENT OF DISPUTES

- (1) If any dispute arises between the Parties relating to the interpretation or implementation of this Agreement, the aeronautical authorities of the two Parties shall in the first place settle the dispute by negotiation.
- (2) If the aeronautical authorities of the Parties fail to reach a settlement of the said dispute, the Parties shall settle such dispute through diplomatic channels.

ARTICLE 26

TERMINATION OF AGREEMENT

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

ARTICLE 27

REGISTRATION OF AGREEMENT

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



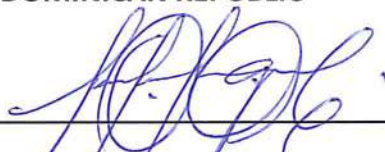
ARTICLE 28
ENTRY INTO FORCE

This Agreement and its Annex shall be applied provisionally from the date of its signature and shall enter into force on the date of the receipt of the last notification, through diplomatic channels, by which the Parties notify each other that the internal legal procedures necessary for its entry into force have been fulfilled.

IN WITNESS WHERE OF the undersigned, being duly authorized by their respective Governments, have signed this Agreement;

Done at Aqaba, Hashemite Kingdom of Jordan, on this 4th day of December of 2019, in two original in the Spanish and English languages, all texts being equally authentic. In case of any divergence in interpretation of the provisions of this Agreement, the English text shall prevail.

FOR
THE GOVERNMENT OF THE
DOMINICAN REPUBLIC



Luis Ernesto Camilo Garcia
President Civil Aviation Board of the
Dominican Republic

FOR
THE GOVERNMENT OF THE
REPUBLIC OF RWANDA



Williams Nkurunziza
Rwanda's Ambassador to Turkey

ANNEX I

ROUTES

1. Routes to be operated by the designate Airlines of the Dominican Republic:

Points in the Dominican Republic	Intermediate points	Points in	Beyond Points
Any point or points	Any point or points	Any point or points	Any point or points

2. Routes to be operated by the designate Airlines of the Republic of Rwanda:

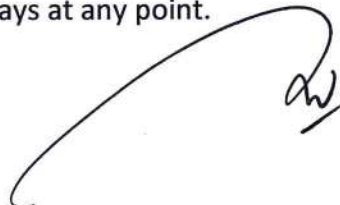
Points In	Intermediate points	Points in the Dominican Republic	Beyond Points
Any point or points	Any point or points	Any point or points	Any point or points

Note 1: Any point or all intermediate points and/or beyond points on the specified routes may, at the discretion of each airline, be omitted on any or all flights.

Operational flexibility:

Each designated airline may, in any or all of its flights and its option:

1. operate flights in either or both directions;
2. combine different flight numbers within one aircraft operation;
3. pick up and discharge stop-over traffic at any point of the route schedule, provided that stop over time does not exceed seven (7) days at any point.



<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 005 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 ya Dominikani na Guverinoma ya Repubulika y'u Rwanda, yakorewe i Aqaba mu Bwami bwa Yorodaniya, ku wa 4 Ukuboza 2019</p>	<p>Seen to be annexed to Law n° 005 ter/2021 of 04/02/2021 approving ratification of the Air Services Agreement between the Government of the Dominican Republic and the Government of the Republic of Rwanda, done at Aqaba, Hashemite Kingdom of Jordan, on 4 December 2019</p>	<p>Vu pour être annexé à la loi n° 005 ter/2021 du 04/02/2021 approuvant la ratification de l'Accord sur les services aériens entre le Gouvernement de la République Dominicaine et le Gouvernement de la République du Rwanda, fait à Aqaba, le Royaume Hachémite de Jordanie, le 4 décembre 2019</p>
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Kigali, 05/02/2021

(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° 006 bis/2021 RYO KU WA 05/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, HAGATI YA GUVERINOMA YA REPUBULIKA YA CHILE NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YAKOREWE I AQABA, MU BWAMI BWA YORODANIYA, KU WA 4 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° 006 bis/2021 OF 05/02/2021 APPROVING RATIFICATION OF THE AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHILE AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, DONE AT AQABA, THE HASHEMITE KINGDOM OF JORDAN, ON 4 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° 006 bis/2021 DU 05/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD SUR LE TRANSPORT AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU CHILI ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, FAIT À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 4 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° 006 bis/2021 RYO KU WA 05/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, HAGATI YA GUVERINOMA YA REPUBULIKA YA CHILE NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YAKOREWE I AQABA, MU BWAMI BWA YORODANIYA, KU WA 4 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° 006 bis/2021 OF 05/02/2021 APPROVING RATIFICATION OF THE AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHILE AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, DONE AT AQABA, THE HASHEMITE KINGDOM OF JORDAN, ON 4 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° 006 bis/2021 DU 05/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD SUR LE TRANSPORT AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU CHILI ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, FAIT À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 4 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 ya <i>Chile</i> na Guverinoma ya Repubulika y'u Rwanda, yakorewe i <i>Aqaba</i>, mu Bwami bwa Yorodaniya, ku wa 4 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 ya <i>Chile</i> na Guverinoma ya Repubulika y'u Rwanda, yakorewe i <i>Aqaba</i>, mu Bwami bwa Yorodaniya, ku wa 4 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 Air transport agreement between the Government of the Republic of Chile and the Government of the Republic of Rwanda, done at Aqaba, the Hashemite Kingdom of Jordan, on 4 December 2019;</p> <p>ADOPTS:</p> <p><u>Article One:</u> Approval for ratification</p> <p>The Air transport agreement between the Government of the Republic of Chile and the Government of the Republic of Rwanda, done at Aqaba, the Hashemite Kingdom of Jordan, on 4 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 le transport aérien entre le Gouvernement de la République du Chili et le Gouvernement de la République du Rwanda, fait à Aqaba, le Royaume Hachémite de Jordanie, le 4 décembre 2019;</p> <p>ADOpte:</p> <p><u>Article premier:</u> Approbation pour ratification</p> <p>L'Accord sur le transport aérien entre le Gouvernement de la République du Chili et le Gouvernement de la République du Rwanda, fait à Aqaba, le Royaume Hachémite de Jordanie, le 4 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, 05/02/2021

(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 ITEGEKO N° 006 bis/2021 RYO KU WA 05/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, HAGATI YA GUVERINOMA YA REPUBULIKA YA CHILE NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YAKOREWE I AQABA, MU BWAMI BWA YORODANIYA, KU WA 4 UKUBOZA 2019</p>	<p>ANNEX TO LAW N° 006 bis/2021 OF 05/02/2021 APPROVING RATIFICATION OF THE AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHILE AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, DONE AT AQABA, THE HASHEMITE KINGDOM OF JORDAN, ON 4 DECEMBER 2019</p>	<p>ANNEXE A LA LOI N° 006 bis/2021 DU 05/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD SUR LE TRANSPORT AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU CHILI ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, FAIT À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 4 DÉCEMBRE 2019</p>
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AIR TRANSPORT AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF CHILE

AND

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

The Government of the Republic of Chile and the Government of the Republic of Rwanda, hereinafter referred to as “the Parties”;

Desiring to promote an air transportation system based on competition among airlines in the marketplace, with minimum government interference and regulation, and equal opportunities;

Desiring to facilitate the expansion of international air transportation;

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

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

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

Have agreed as follows:

ARTICLE 1
Definitions

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

1. "Aeronautical authorities" means, in the case of the Republic of Chile, the Civil Aeronautical Board, or its successor agency or agencies; and in the case of the Republic of Rwanda, the Ministry in charge of civil aviation, Rwanda Civil Aviation Authority, or its successor agency or agencies; and in both cases, any person or body authorized to perform functions at present performed by the said authorities;
2. "Agreement" means this Agreement as well as any amendment thereto;
3. "Party" is a State that has formally agreed to be bound to this Agreement;
4. "Air transportation" means any public carriage by aircraft of passengers, baggage, cargo, and mail, separately or in combination, for remuneration, hire, or otherwise;
5. "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes:
 - a. any amendment that has entered into force under Article 94(a) of the Convention and has been ratified by both Parties, and
 - b. any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time effective for both Parties;
6. "ICAO" designates the International Civil Aviation Organization;
7. "Designated airline" means the airline or airlines designated and authorized in accordance with Article 3 of this Agreement;
8. "Price" means any tariff, fare, rate, or charge for the carriage of passengers, baggage, and cargo and the conditions under which this tariff, fare, rate, or charge applies, excluding remuneration and other conditions relating to carriage of mail;
9. "International air service" means, under Article 96 of the Convention, air transportation that passes through the airspace over the territory of more than one State;
10. "Territory" has the meaning assigned to it in Article 2 of the Convention;

11. "User charge" means a charge imposed on airlines for the provision of airport, air navigation, or aviation security goods, facilities, and services; and
12. "Code sharing" means a business arrangement among designated airlines of both Parties and/or third country airlines under which they jointly operate a specific route for carrying passengers, cargo, and mail, one as operator and marketer and the other as marketer, whereby each of the airlines involved has traffic rights.

ARTICLE 2

Grant of Rights

1. Each Party grants to the other Party the following rights for the conduct of air services by the designated airlines of the other Party:
 - a. the right to fly across its territory without landing;
 - b. the right to make stops in its territory for non-commercial purposes; and
 - c. the right to provide regular and non-regular services, for passengers and cargo, in combination or exclusively for cargo purposes between both territories, and between the territory of the other Party and any third country, directly or through its own territory, and such services may not include any point of the territory of the Party designating the airline; without limitations regarding routes, frequencies, and flying material that can be its own, hired, or chartered.
2. The designated airlines of one Party shall have the right to use all airways, airports, and other facilities in the territory of the other Party on a non-discriminatory basis.
3. Each designated airline 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 behind, intermediate, beyond points, and points in the territories of the Parties on the routes in any combination and in any order;
 - d. omit stops at any point or points;
 - e. transfer traffic from any of its aircraft to any other of its aircraft at any point on the routes, whether it is the traffic of passengers, cargo, and mail, or exclusively the traffic of cargo from one aircraft to another or to several

aircraft other than those used over the same route before the stop, whether these are its own aircraft or operated under any of the modalities specified in Article 8; and

- f. serve points behind any point in its territory, with or without change of aircraft or flight number, and may hold out and advertise such services to the public as direct services.

ARTICLE 3 **Designation and Authorization**

1. Each Party shall have the right to designate as many airlines as it wishes to conduct air transportation in accordance with this Agreement, and to withdraw or alter such designations. Such designations shall be transmitted to the other Party in writing through diplomatic channels.
2. On receipt of such a designation, and of applications from the designated airline(s), the aeronautical authorities of the other Party shall, subject to the provisions of paragraphs 3 and 4 of this Article, grant appropriate authorizations and permissions with minimum procedural delay, according to paragraph 1 of this Article.
3. The aeronautical authorities of a Party may require the airline designated by the other Party to demonstrate that it is qualified to meet the conditions set forth by the laws and regulations as normally and reasonably applied to the operation of air transportation.
4. Each Party shall have the right to refuse the designation referred to in paragraph 1 of this Article, or to impose upon a designated airline the conditions as deemed necessary for the exercise of the rights specified in Article 2 of this Agreement, provided the airline is neither incorporated nor has its principal place of business in the territory of the Party designating the airline.
5. When an airline has been so designated and authorized, it may commence operation of the agreed services in accordance with the relevant provisions of this Agreement and with minimum procedural delay.

ARTICLE 4 **Revocation, Suspension or Limitation of Authorization**

1. Each Party shall reserve the right to revoke, suspend, or limit the operating authorizations granted to an airline designated by the other Party, provided that the airline is not incorporated and/or does not have its principal place of business in the territory of the other Party, or has failed to comply with the laws and regulations referred to in Article 5 (Applications of Laws) of this Agreement. Such

a right established by this Article shall be exercised only after consultation with the other Party.

2. This Article does not limit the rights of either Party to suspend, limit, or impose conditions on air transportation in accordance with the provisions of Articles 6 (Safety) and 7 (Aviation Security).

ARTICLE 5 **Application of Laws**

1. The laws and regulations of each Party governing the entry into, stay in, and departure from the country of aircraft engaged in air transportation, and those governing migration, customs, and health measures, shall also be applied within that territory to the operations of the company designated by the other Party. Such application shall not be discriminatory for third countries.
2. The laws and regulations of a Party governing the provision of statistical information shall be complied with by the airlines of the other Party.
3. The laws and regulations of either Party relating to the provision of domestic air services shall be complied with by the airlines of the other Party if cabotage takes place within the territory of the first Party.

ARTICLE 6

Safety

1. For the purpose of operating the air transportation provided under this Agreement, each Party shall recognize as valid the certificates of airworthiness, certificates of competency, and licenses issued or validated by the other Party and still in force.
2. Either Party may request consultations concerning the safety standards kept by the other Party relative to aeronautical facilities, aircrews, aircraft, and operation of the designated airlines. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards and requirements in these areas that at least equal the minimum safety standards that may be established pursuant to the Convention, the other Party shall be notified of such findings and the other Party shall take appropriate corrective actions.
3. The designated airlines of one Party shall comply with the technical standards of the other Party regarding revalidation and granting of the Air Operator Certificate (AOC), the requirements of which shall not be discriminatory compared with national companies or other international companies.
4. Any aircraft operated by or on behalf of an airline of a Party providing services from or to the territory of the other Party, shall, when it is in the territory of the latter, be subject to inspection by authorized representatives of the other Party, provided that this does not cause unnecessary delays to the aircraft operation.
5. Whenever it may be essential to take corrective actions to guarantee the safety of aircraft or airline operations, each Party reserves the right to immediately revoke or modify the operating authorization of the airline or to suspend a particular flight.

ARTICLE 7

Aviation Security

1. In accordance with their rights and obligations under International Law, the Parties reaffirm their mutual obligation to protect the security of civil aviation against acts of unlawful interference as an integral part of this Agreement.
2. Each Party shall, at the request of the other Party, provide all necessary assistance to prevent acts of unlawful seizure of aircraft and other unlawful acts against the safety of their passengers, crew, aircraft, airports, and air navigation facilities, and to address any other threat to the security of civil air navigation.
3. Without limiting the generality of their rights and obligations under international law, the Parties shall act in conformity with the provisions of the Convention on

Offenses and other Certain Acts Committed on Board Aircraft, signed at Tokyo on September 14, 1963; the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on December 16, 1970, and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on September 23, 1971, and the Protocol for the Suppression of Unlawful Acts of Violence in Airports serving International Civil Aviation, signed at Montreal on February 24, 1988, and the Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991, provided both Parties are parties to said Conventions, as well as any other Convention or Protocol regarding civil aviation security ratified by both Parties.

4. The Parties shall, in their mutual relations, act in conformity with the aviation security provisions set by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation, insofar as such provisions are applicable to the Parties. They shall require that operators of aircraft of their registry, operators of aircraft who have their principal place of business or permanent residence in their territory and operators of airports in their territory act in conformity with such aviation security provisions.
5. Each Party agrees that such operators of aircraft may be required to observe the aviation security provisions required by the other Party for entry into, departure from, and while within the territory of the other Party. Each Party shall ensure that adequate measures are applied within its territory to protect aircraft and inspect passengers, crew, carry on items, cargo, and aircraft stores, prior to and during boarding or loading. Each Party shall also give positive consideration to any request from the other Party for special aviation security measures to meet a particular threat.
6. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of passengers, crew, aircraft, airports, or air navigation facilities occurs, the Parties shall assist one other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat.
7. When a Party has reasonable grounds to believe that the other Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Party may request immediate consultations with the aeronautical authorities of the other Party. Failure to reach a satisfactory agreement on the issues involved within 15 days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorization and technical permissions of an airline or airlines of that Party. When required by an emergency, a Party may take interim action prior to the expiry of 15 days.

ARTICLE 8
Commercial Opportunities

1. The designated airlines of each Party shall have the right to establish offices in the territory of the other Party for the promotion and sale of air transportation.
2. The designated airlines of each Party shall be entitled, in accordance with the laws and regulations of the other Party relating to entry, residence, and employment, to bring in and maintain in the territory of the other Party managerial, sales, technical, operational, and other specialist staff required for the provision of air transportation, in accordance with national legislation.
3. Each designated airline shall have the right to perform its own ground-handling services in the Territory of the other Party (hereinafter "self-handling services") or, at its option, select among competing agents for such services. These services shall be subject only to physical constraints resulting from considerations of airport safety. Where such considerations preclude self-handling services, ground services shall be available on an equal basis to all airlines; charges shall be based on the costs of services provided; and such services shall be comparable to the kind and quality of services as if self-handling were possible.
4. Designated airlines of either Party may engage in the sale of air transportation services in the territory of the other Party directly, and, at the airline's discretion, through its agents. Each designated airline shall have the right to sell such transportation, and any person shall be free to purchase such transportation in the currency of that territory or in freely convertible currencies, subject to the current rate of exchange provisions of each Party.
5. Each Party shall grant to the designated airlines of the other Party the right to remit to its principal place of business local revenues obtained in the territory of the former Party in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly at the rate of exchange applicable to current transactions and remittance prevailing on the date of conversion and remittance.
6. In operating or holding out the authorized services on the agreed routes, any designated airline of either Party may enter into cooperative marketing arrangements such as blocked-space and code-sharing, with designated airlines of either Party and/or an airline or airlines of a third country, provided that (a) the airlines in such arrangements hold the corresponding air traffic rights; and (b) the airline tickets and any other document regarding the conditions of the air transportation and/or air waybills state clearly the buyer or user of the service, the airline that will actually operate each segment of the service, and the airline with which will enter into a commercial-contractual relation.

In operating the agreed services as previously stated, frequencies used by non-operator designated airlines shall not be deducted from the authorized capacity unless these operations were done with companies of third countries.

7. In operating or holding out the authorized services on the agreed routes, any designated airline of either Party may also enter into commercial arrangements such as aircraft exchange, dry leases, aircraft subleases, interchange or lease for hours, and wet leases, whether or not they include insurances and maintenance with designated airlines of either Party and/or an airline or airlines of a third country, subject to the compliance of operational and aviation security provisions referred to in this Agreement.

ARTICLE 9 **Customs Duties**

1. Aircraft operated on international air transportation by the designated airlines of either Party, as well as the regular equipment, spare parts, fuel, lubricants, and aircraft stores (including items of food and beverages) on board such aircraft shall be exempt from all customs duties, provided that such equipment and supplies remain on board the aircraft until re-exported.
2. The following shall also be exempt from duties, with the exception of charges based on the cost of the service provided:
 - a. aircraft stores taken on board in the territory of either Party, within the limits set by the competent authorities of the Party and for use on board the aircraft engaged in the services agreed upon with the other Party; and
 - b. spare parts introduced into the territory of either Party for the servicing or repair of aircraft operated by the designated airline or airlines of the other Party in the agreed services.

Equipment and supplies referred to in paragraphs (a) and (b) above may be required to be kept under the supervision or control of customs authorities.

3. Standard aircraft equipment, as well as materials and supplies on board aircraft of either Party may be unloaded in the territory of the other Party only upon authorization of customs authorities of the former. In such a case, they may be required to be kept under the supervision of such authorities until re-exported or until otherwise disposed of in accordance with customs regulations.

ARTICLE 10
User Charges

1. User charges that may be imposed by the competent charging bodies on designated airlines of the other Party shall be just, reasonable, and not unjustly discriminatory.
2. Each Party shall encourage consultations among the competent charging bodies in the territory and the airlines using the services and facilities, and shall encourage the competent charging bodies and the airlines to exchange information as may be necessary to permit an accurate review of the reasonableness of the charges.

ARTICLE 11
Competition among Airlines

1. Each Party shall allow a fair and equal opportunity for the designated airlines of both Parties to compete in providing the international air transportation governed by this Agreement.
2. The capacity of international air transport offered by the designated airlines shall be determined freely by each of them.
3. Neither Party shall unilaterally limit the volume of traffic, frequency, or regularity of service, or the aircraft type or types operated by the designated airlines of the other Party, except as may be required for customs, technical, operational, or environmental reasons under uniform conditions consistent with Article 15 of the Convention and always on a non-discriminatory basis.
4. Each Party shall adopt all such measures as required within their jurisdiction to prevent any form of discrimination or unfair competition practices affecting the competitiveness of the airlines of the other Party.
6. Each Party shall minimize the administrative burdens of filing requirements and procedures on designated airlines of the other Party and ensure that such burdens and procedures are applied upon a non-discriminatory basis.

ARTICLE 12
Pricing

1. Each designated airline shall establish the prices for air transportation. Intervention by the Parties shall be limited to:
 - a. prevention of unreasonably discriminatory prices or practices;

- b. consumer protection from prices that are unreasonably high or restrictive due to the abuse of a dominant position; and
 - c. protection of airlines from prices that are artificially low due to direct or indirect governmental subsidy or support.
- 2. Neither aeronautical authority of the Parties shall take unilateral action to prevent the introduction of a proposed price or a price charged by a designated airline of either Party, except as set out in paragraphs 3 and 4 of this Article.
 - 3. Prices to be charged to or from its territory by airlines of either Party shall be submitted to the aeronautical authorities of the other Party or to the corresponding entities for notification or registration.
 - 4. If either Aeronautical Authority of the Parties believes that the price proposed or in effect is inconsistent with the considerations set forth in paragraph 1 of this Article, it shall notify the other Party of the reasons for its dissatisfaction as soon as possible. Aeronautical authorities of both Parties shall make their best effort to settle the issue. Each Party may request consultations. These consultations shall be held not later than 30 days after receipt of the request, and the Parties shall cooperate in securing information necessary for a reasonable resolution of the issue. If the Parties reach agreement with respect to a tariff for which a notice of dissatisfaction has been given, each Party shall make its best effort to put that agreement into effect. Without such mutual agreement, the price shall remain in force.

ARTICLE 13

Consultations and Amendments

- 1. 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 45 days from the date the other Party receives the request, unless otherwise agreed.
- 2. Any amendment to this Agreement shall become effective upon the exchange of notes, through diplomatic channels, whereby the two Parties inform one another that they have completed the formalities required by their national legislation.

ARTICLE 14
Settlement of Disputes

1. Any dispute arising between the Parties as to the interpretation or application of this Agreement shall be first settled by consultations between the Parties. If the Parties fail to reach a settlement through consultation, they can agree to submit the dispute to an arbitral panel.
2. This arbitral panel shall be composed of three members established as follows:
 - a) Each Party shall designate an arbitrator within 30 days after receipt of the request of arbitration. Within 60 days after the two arbitrators have been appointed, they shall appoint, by mutual agreement, a third arbitrator, who will act as President of the arbitration panel; and
 - b. If either Party does not designate an arbitrator or if the third arbitrator is not designated as stated in subparagraph a), the arbitrator or arbitrators shall, at the request of either Party, be designated by the President of the Council of the International Civil Aviation Organization within 30 days. If the President of the Council is a national of either Party, the appointment shall be made by the most senior Vice President who is not disqualified for the same reason.
3. The Parties undertake to comply with the procedure, decisions and the judgment handed down by the arbitral panel. If decisions handed down in accordance with this Article are not observed by either Party or the designated airlines of either of them, the other Party may limit, impede, or revoke any right or privilege granted to the other non-compliant Party pursuant to this Agreement.
4. Costs incurred as a result of the arbitral panel shall be shared equally by the Parties.

ARTICLE 15
Termination

1. Either Party may, at any time, give notice in writing to the other Party of its decision to terminate this Agreement through diplomatic channels. Such notice shall be sent simultaneously to the International Civil Aviation Organization. This Agreement shall terminate 12 months after receipt by the other Party of the relevant notice, unless such notice is withdrawn before the expiry of the above term by mutual agreement of the Parties.
2. Should the Party fail to acknowledge receipt of the notice of termination, such notice shall be deemed to have been received 14 days after the date ICAO acknowledges receipt thereof.

ARTICLE 16
Multilateral Agreement

Should a multilateral agreement adopted by both Parties with regard to any matter referred to herein become effective, this Agreement shall be adjusted to the provisions of the multilateral agreement.

ARTICLE 17
Registration with ICAO

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

ARTICLE 18
Non-Discrimination

The Parties understand that this Agreement is based on the Principle of Mutual Non-Discrimination, in terms that each Party shall grant to the other Party an equal and non-discriminatory treatment concerning the airlines designated by each Party, particularly in relation to the rights and obligations set forth in this Agreement, including, but not limited to, taxes, tariffs, prices, commercial opportunities, security, use of airports, assignment of slots, or the exercise of the traffic rights agreed in this Agreement.

ARTICLE 19
Computer Reservations Systems (CRS)

1. The Parties agree that CRSs will have integrated primary displays for which:
 - a. information regarding international air services, including the construction of connections on those services, shall be edited and displayed based on non-discriminatory and objective criteria that are not influenced, directly or indirectly, by airline or market identity. Such criteria shall apply uniformly to all participating airlines;
 - b. CRS data bases shall be as comprehensive as possible;
 - c. CRS vendors shall not delete information submitted by participating airlines; such information shall be accurate and transparent; for example, code-shared and change-of-gauge flights and flights with stops should be clearly identified as having those characteristics;
 - d. all CRSs that are available to travel agents who directly distribute information about airline services to the traveling public in either Party's territory shall not only be obligated to, but shall also be entitled to, operate in conformance with the CRS rules that apply in the territory where the CRS is being operated; and

- e. travel agents shall be allowed to use any of the secondary displays available through the CRS provided the travel agent makes a specific request for that display.
2. The Party shall require that each CRS vendor operating in its territory allow all airlines willing to pay a non-discriminatory fee to participate in its CRS. The Parties shall require that all distribution facilities that a system vendor provides be offered on a non-discriminatory basis to participating airlines. The Parties shall require that CRS vendors display, on a non-discriminatory, objective, carrier-neutral and market-neutral basis, information about the international air services of participating airlines in all markets in which they wish to sell those services. Upon request, a CRS vendor shall disclose details of its database update and storage procedures, its criteria for editing and ranking information, the weight given to such criteria, and the criteria used for selection of connecting points and inclusion of connecting flights.
 3. CRS vendors operating in the territory of one Party shall be entitled to bring in, maintain, and make freely available their CRSs to travel agencies or travel companies whose principal business is the distribution of travel-related products in the territory of the other Party provided the CRS complies with these principles.
 4. Neither Party shall, in its territory, impose or permit to be imposed on the CRS vendors of the other Party more stringent requirements, with respect to access to and use of communication facilities, selection and use of technical CRS hardware and software, and the technical installation of CRS hardware than those imposed on its own CRS vendors.
 5. Neither Party shall, in its territory, impose or permit to be imposed on the CRS vendors of the other Party more restrictive requirements, with respect to CRS displays (including edit and display parameters), operation, or sale than those imposed on its own CRS vendors.
 6. CRSs in use in the territory of one Party that comply with these principles and other relevant non-discriminatory regulatory, technical, and security standards shall be entitled to effective and unimpaired access in the territory of the other Party. One aspect of this is that designated airlines shall participate in such a system as fully in its homeland territory as it does in any system offered to travel agents in the territory of the other Party. Owners and/or operators of CRSs of one Party shall have the same opportunity to own and/or operate CRSs that conform to these principles within the territory of the other Party as do owners and/or operators of that Party. Each Party shall ensure that its airlines and its CRS vendors do not discriminate against travel agents in their homeland territory because of their use or possession of a CRS also operated in the territory of the other Party.

ARTICLE 20
Entry into Force

This Agreement shall enter into force 60 days after the date of the last exchange of notes whereby one of the Parties communicates to the other Party, through the diplomatic channels, that all necessary internal procedures have been complied with.

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

DONE AT Aqaba, Jordan, this 4th day of December, 2019, in two identical copies, in English and Spanish languages, each text being equally authentic.



FOR THE GOVERNMENT OF
THE
REPUBLIC OF CHILE

Martin Mackenna
Secretary General
Civil Aeronautics Board



FOR THE GOVERNMENT OF
THE REPUBLIC OF RWANDA

Williams NKURUNZIZA
Ambassador of Rwanda to Turkey

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 006 bis/2021 ryo ku wa 05/02/2021 ryemera kwemeza burundu Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere, hagati ya Guverinoma ya Repubulika ya <i>Chile</i> na Guverinoma ya Repubulika y'u Rwanda, yakorewe i <i>Aqaba</i>, mu Bwami bwa Yorodaniya, ku wa 4 Ukuboza 2019</p>	<p>Seen to be annexed to Law n° 006 bis/2021 of 05/02/2021 approving ratification of the Air transport agreement between the Government of the Republic of Chile and the Government of the Republic of Rwanda, done at Aqaba, the Hashemite Kingdom of Jordan, on 4 December 2019</p>	<p>Vu pour être annexé à la loi n° 006 bis /2021 du 05/02/2021 approuvant la ratification de l'Accord sur le transport aérien entre le Gouvernement de la République du Chili et le Gouvernement de la République du Rwanda, fait à Aqaba, le Royaume Hachémite de Jordanie, le 4 décembre 2019</p>
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Kigali, 05/02/2021

(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° 007 bis/2021 RYO KU WA 05/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, HAGATI YA GUVERINOMA YA REPUBULIKA YA <i>FINLAND</i> NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YAKOREWE I <i>MONTREAL</i>, MURI CANADA KU WA 26 NZERI 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° 007 bis/2021 OF 05/02/2021 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF FINLAND AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, DONE AT MONTREAL, CANADA ON 26 SEPTEMBER 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° 007 bis/2021 DU 05/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE FINLANDE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, FAIT À MONTRÉAL, CANADA LE 26 SEPTEMBRE 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° 007 bis/2021 RYO KU WA 05/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, HAGATI YA GUVERINOMA YA REPUBULIKA YA FINLAND NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YAKOREWE I MONTREAL, MURI CANADA KU WA 26 NZERI 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</p>	<p>LAW N° 007 bis/2021 OF 05/02/2021 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF FINLAND AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, DONE AT MONTREAL, CANADA ON 26 SEPTEMBER 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° 007 bis/2021 DU 05/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE FINLANDE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, FAIT À MONTRÉAL, CANADA LE 26 SEPTEMBRE 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 ya <i>Finland</i> na Guverinoma ya Repubulika y'u Rwanda yakorewe i <i>Montreal</i>, muri <i>Canada</i> 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 Repubulika ya <i>Finland</i> na Guverinoma ya Repubulika y'u Rwanda yakorewe i <i>Montreal</i>, muri <i>Canada</i> 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 Government of the Republic of Finland and the Government of the Republic of Rwanda, done at Montreal, Canada on 26 September 2019;</p> <p>ADOPTS:</p> <p><u>Article One:</u> Approval for ratification</p> <p>The Air Services Agreement between Government of the Republic of Finland and the Government of the Republic of Rwanda, done at Montreal, 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>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 de Finlande et le Gouvernement de la République du Rwanda, fait à Montréal, 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 la République de Finlande et le Gouvernement de la République du Rwanda, fait à Montréal, 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>
<p>Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p>This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p>La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>

Kigali, 05/02/2021

(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 ITEGEKO N° 007 bis/2021 RYO KU WA 05/02/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, HAGATI YA GUVERINOMA YA REPUBULIKA YA <i>FINLAND</i> NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YAKOREWE I <i>MONTREAL</i>, MURI <i>CANADA</i> KU WA 26 NZERI 2019</p>	<p>ANNEX TO LAW N° 007 bis/2021 OF 05/02/2021 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF FINLAND AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, DONE AT MONTREAL, CANADA ON 26 SEPTEMBER 2019</p>	<p>ANNEXE A LA LOI N° 007 bis/2021 DU 05/02/2021 APPROUVANT LA RATIFICATION DE L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE FINLANDE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, FAIT À MONTRÉAL, CANADA LE 26 SEPTEMBRE 2019</p>
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AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF FINLAND
AND
THE GOVERNMENT OF
THE REPUBLIC OF RWANDA

The Government of the Republic of Finland and the Government of the Republic of Rwanda (hereinafter referred to as the "Contracting Parties");

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

Desiring to promote their mutual relations in the field of civil aviation and to conclude an agreement for the purpose of establishing air services between and beyond their respective territories;

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

Desiring to facilitate the expansion of international air service opportunities;

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

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

Have agreed as follows:

Article 1 *Definitions*

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

1. "Aeronautical authorities" means, in the case of the Republic of Finland, the Civil Aviation Authority, and in the case of the Republic of Rwanda, the Ministry in charge of Civil Aviation; and any person or body authorised to perform any functions at present exercised by the said aeronautical authorities or similar functions;
2. "Agreement" means this Agreement, its Annex, and any amendments to the Agreement or to the Annex;
3. "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes any amendment that has entered into force under Article 94(a) of the Convention and has been ratified by both Contracting Parties, and any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time effective for both Contracting Parties;
4. "Designated airline" means an airline designated and authorised in accordance with Article 3 of this Agreement;

5. "Price" means any fare, rate or charge for the carriage of passengers (and their baggage) and/or cargo (excluding mail) in air service, including any surface transportation in connection with international air transportation, if applicable, charged by airlines or their agents, and the conditions governing the availability of such fare, rate or charge;

6. "Territory", "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meaning specified in Articles 2 and 96 of the Convention;

7. "User charge" means a charge imposed on airlines for the provision of airport, air navigation or aviation security facilities or services, including related services and facilities; and

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

Article 2 *Grant of Rights*

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

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

2. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of operating international air services on the routes specified in the Annex to this Agreement. Such services and routes are hereinafter called "agreed services" and "specified routes" respectively. While operating an agreed service on a specified route, the airline(s) designated by each Contracting Party shall enjoy, in addition to the rights specified in paragraph 1 of this Article, the right to make stops in the territory of the other Contracting Party at the points specified for that route in the Annex for the purpose of taking up and/or putting down in international traffic passengers, cargo and mail, separately or in combination.

3. Each designated airline may, when operating an agreed service on a specified route, on any or all flights and at its option:

- a. Operate flights in either or both directions;
- b. Combine different flight numbers within one aircraft operation;
- c. Serve behind, intermediate, and beyond points and points in the territories of the Parties on the routes in any combination and in any order;
- d. Omit stops at any point or points;
- e. Transfer traffic from any of its aircraft to any other aircraft at any point on the routes;
- f. Serve points behind any point or points in its territory with or without change of aircraft or flight number and hold out and advertise such services to the public as through services;
- g. Make stopovers at any points whether within or outside the territory of the other Party;
- h. Carry transit traffic through the other Party's territory; and
- i. Combine traffic on the same aircraft regardless of where such traffic originates;

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

4. On any segment or segments of the routes above, any designated airline may perform international air transportation without any limitation as to change, at any point on the route, in type or number of aircraft operated.

5. Nothing in this Agreement shall be deemed to confer on a designated airline of one Contracting Party the right of taking on, in the territory of the other Contracting Party, passengers, cargo and mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

Article 3

Designation and Authorisation

1. Each Contracting Party shall have the right to designate an airline or airlines for the purpose of operating the agreed services and to withdraw or alter such designations. Such designations shall be made in writing to the aeronautical authority of the other Contracting Party.

2. On receipt of such a designation and of applications from the designated airline, in the form and manner prescribed for operating authorisations and technical permissions, the other Contracting Party shall grant the appropriate authorisations and permissions with minimum procedural delay, provided that:

- a) in the case of an airline designated by the Republic of Finland:
 - (i) it is established in the territory of the Republic of Finland under the EU Treaties and has a valid Operating Licence in accordance with European Union law; and
 - (ii) effective regulatory control of the airline is exercised and maintained by the European Union Member State responsible for issuing its Air Operator Certificate and the relevant aeronautical authority is clearly identified in the designation;
- b) in the case of an airline designated by the Republic of Rwanda:
 - (i) it is established in the territory of the Republic of Rwanda and is licensed in accordance with the applicable law of the Republic of Rwanda, and
 - (ii) the Republic of Rwanda has and maintains effective regulatory control of the airline;
- c) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Contracting Party considering the application or applications.

3. When an airline has been so designated and authorised, it may begin to operate the agreed services at any time, provided that the airline complies with all applicable provisions of the Agreement.

Article 4

Revocation of Authorisation

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

- a) in the case of an airline designated by the Republic of Finland:
 - (i) it is not established in the territory of the Republic of Finland under the EU Treaties or does not have a valid Operating Licence in accordance with European Union law; or
 - (ii) effective regulatory control of the airline is not exercised or not maintained by the European Union Member State responsible for issuing its Air Operator Certificate, or the relevant aeronautical authority is not clearly identified in the designation;
- b) in the case of an airline designated by the Republic of Rwanda:
 - (i) it is not established in the territory of the Republic of Rwanda and is not licensed in accordance with the applicable law of the Republic of Rwanda; or
 - (ii) the Republic of Rwanda is not maintaining effective regulatory control of the airline; or
- c) the airline has failed to comply with the laws and regulations referred to in Article 5 of this Agreement.

2. Unless immediate revocation, suspension, or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further infringements of laws and/or regulations, such right shall be exercised only after consultations with the aeronautical authorities of the other Contracting Party. Such consultations shall begin within a period of fifteen (15) days from the date of a request for consultations or as otherwise agreed between the Contracting Parties.

Article 5

Application of Laws and Regulations

1. The laws and regulations of one Contracting Party governing entry into or departure from its territory of aircraft engaged in international air services or to the operation and navigation of such aircraft while within the said territory shall apply to the designated airline(s) of the other Contracting Party.

2. The laws and regulations of one Contracting Party governing entry to, stay in or departure from its territory of passengers, crew, cargo or mail, such as formalities regarding entry, exit, emigration and immigration, customs, health and quarantine shall apply to passengers, crew, cargo and mail carried by the aircraft of the designated airline(s) of the other Contracting Party, while they are within the said territory.

3. Passengers, baggage and cargo in direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such purposes shall, except in respect

of security measures against acts of violence, smuggling of narcotics and air piracy, be subject to no more than a simplified control.

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

Article 6

Exemption from Taxes, Customs Duties and other Charges

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

2. There shall also be exempt from the taxes, duties, fees and charges referred to in paragraph 1 of this Article, with the exception of charges based on the cost of the service provided:

a) aircraft stores taken on board in the territory of one Contracting Party, within reasonable limits, for use on an outbound aircraft engaged in an international air service of a designated airline of the other Contracting Party;

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

c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of one Contracting Party for use in an international air service of a designated airline of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the first mentioned Contracting Party, in which territory they are taken on board.

d) airline documents, such as tickets and air waybills, as well as publicity and promotional material within reasonable limits, intended for use by a designated airline of one Contracting Party and introduced into the territory of the other Contracting Party.

3. Materials referred to in paragraph 2 of this Article may be required to be kept under customs supervision or control.

4. The regular airborne equipment, as well as the materials, supplies and spare parts normally retained on board aircraft operated by a designated airline of one Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that Contracting Party. In such case, they may be placed under the

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

5. Baggage and cargo in direct transit across the territory of a Contracting Party shall be exempt from taxes, customs duties, fees and other similar charges not based on the cost of services on arrival or departure.

6. The exemptions provided by this Article shall also be available where the designated airlines of one Contracting Party have contracted with another airline, which similarly enjoys such exemptions from the other Contracting Party, for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraphs 1 and 2 of this Article.

Article 7

Capacity provisions

1. Each Contracting Party shall allow a fair and equal opportunity for the designated airlines of both Contracting Parties to compete in providing and selling the international air services covered by this Agreement.

2. Each Contracting Party shall allow each designated airline to determine the frequency and capacity of the international air services it offers based upon commercial considerations in the marketplace.

3. Neither Contracting Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by a designated airline of the other Contracting Party, except as may be required for customs, technical, operational, or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

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

5. Each Contracting Party may require the filing of traffic programmes and individual flights or operational plans by the designated airlines of the other Contracting Party. The administrative burden of filing requirements shall be minimized and all filings shall be dealt with promptly by the respective aeronautical authorities.

Article 8

Pricing

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

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

2. Prices for international air transportation between the territories of the Contracting Parties shall not be required to be filed. Neither Contracting Party shall require the notification or filing by a designated airline of the other Contracting Party of prices charged by charterers to the public, except as may be required on a non-discriminatory basis for information purposes. Notwithstanding the foregoing, the designated airlines of the Contracting Parties shall provide access, on request, to information on existing and proposed prices to the aeronautical authorities of the Contracting Parties in a manner and format acceptable to those aeronautical authorities for the purposes of this Article.

3. Except as otherwise provided in this Article, neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged or charged by a designated airline of either Contracting Party for international air transportation.

4. If a Contracting Party believes that a price proposed to be charged by a designated airline of the other Contracting Party for international air transportation is inconsistent with considerations set forth in paragraph 1 of this Article, it shall request consultations and notify the other Contracting Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than thirty (30) days after receipt of the request, and the Contracting Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the Contracting Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each Contracting Party shall use its best efforts to put that agreement into effect. Without such mutual agreement to the contrary, the previously existing price shall continue in effect.

Article 9

Airline Representation and Sales

1. The designated airlines of each Contracting Party shall have the right to freely establish and maintain in the territory of the other Contracting Party, within the scope of the laws and regulations in force therein, such offices and facilities, as well as administrative, commercial, technical, operational, and other specialist personnel as may be necessary for the requirements of the designated airline concerned.

2. Airlines of the two Parties shall not be required to retain a local sponsor.
3. The designated airlines of the Contracting Parties shall be free to sell air transport and related services on their own transportation documents in the territories of both Contracting Parties either directly or, at the airline's discretion, through an agent, other intermediaries appointed by the airline, or through the internet or any other available channel. The sales are allowed in local currency or in any freely convertible other currency. Each Contracting Party shall refrain from restricting the right of a designated airline of the other Contracting Party to sell, and of any person to purchase such transportation.
4. The designated airlines of each Contracting Party shall be permitted to pay for local expenses, including, but not limited to, purchases of fuel, in the territory of the other Contracting Party in local currency. At their discretion, the designated airlines of each Contracting Party may pay for such expenses in the territory of the other Contracting Party in freely convertible currencies at the market rate of exchange.
5. Each Contracting Party shall grant to the designated airlines of the other Contracting Party the right to convert into freely convertible currencies and remit at any time, in any way, to the country of its choice, on demand, local revenues in excess of sums locally disbursed. Such transfers shall be permitted on the date the airline makes the initial application for remittance, at the rate of exchange applicable to current transactions in effect at the time when the revenues are presented for conversion and remittance, and shall not, with the exception of normal banking charges and procedures, be subject to any charge, limitation or delay.

Article 10

Ground handling

Each designated airline shall have the right to provide their own ground handling services in the territory of the other Contracting Party or otherwise to contract these services out, in full or in part, at its option, with any of the suppliers authorized for the provision of such services. Where or as long as the laws and regulations applicable to ground handling in the territory of one Contracting Party prevent or limit either the freedom to contract these services out or self-handling, each designated airline shall be treated on a non-discriminatory basis as regards their access to self-handling and ground handling services provided by a supplier or suppliers.

Article 11

User Charges

1. User charges that may be imposed by the competent charging authorities or bodies of each Contracting Party on the designated airlines of the other Contracting Party shall be just, reasonable, not unjustly discriminatory, and equitably apportioned among categories of users. In any event, any such user charges shall be assessed on the designated airlines of the other Contracting Party on terms not less favourable than the most favourable terms available to any other airline at the time the charges are assessed.
2. User charges imposed on the designated airlines of the other Contracting Party may reflect, but shall not exceed, the full cost to the competent charging authorities or bodies of providing the appropriate airport, airport environmental, air navigation and aviation security

facilities and services at the airport or within the airport system. Such full cost may include a reasonable return on assets after depreciation. Facilities and services for which charges are made shall be provided on an efficient and economic basis.

3. Each Contracting Party shall encourage consultations between the competent charging authorities or bodies in its territory and the airlines using the services and facilities, and shall encourage the competent charging authorities or bodies and the airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles of paragraphs 1 and 2 of this Article. Each Contracting Party shall encourage the competent charging authorities to provide users with reasonable notice of any proposal for changes in user charges to enable users to express their views before changes are made.

4. Neither Contracting Party shall be held, in dispute resolution procedures pursuant to Article 16 of this Agreement, to be in breach of a provision of this Article, unless (i) it fails to undertake a review of the charge or practice that is the subject of complaint by the other Contracting Party within a reasonable amount of time; or (ii) following such a review it fails to take all steps within its power to remedy any charge or practice that is inconsistent with this Article.

Article 12

Flight Safety

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

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

3. Pursuant to Article 16 of the Convention, it is further agreed that any aircraft operated by or on behalf of an airline of one Contracting Party on service to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be the subject of a search by the authorised representatives of the other Contracting Party, provided that this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of this search is to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the standards established at that time pursuant to the Convention.

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

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

6. With reference to paragraph 2 above, if it is determined that a Contracting Party remains in non-compliance with the standards established at that time pursuant to the Convention when the agreed time period has lapsed, the Secretary General of the International Civil Aviation Organization should be advised thereof. The latter should also be advised of the subsequent satisfactory resolution of the situation.

7. Where one Contracting Party has designated an airline whose regulatory control is exercised and maintained by a third State, the rights of the other Contracting Party under this Article shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that third State and in respect of the operating authorisation of that airline.

Article 13

Aviation Security

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, and the Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991, as well as with any other agreement relating to the security of civil aviation which both Parties adhere to.

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

3. The Contracting Parties shall, as a minimum, act in conformity with the aviation security provisions and technical requirements established by the International Civil Aviation Organization and designated as Annexes to the Convention, to the extent that such security provisions and requirements are applicable to the Contracting Parties. They shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory or are established in the territory of the Republic of Finland under the EU Treaties and have received an operating licence in accordance with European Union law, and the operators of airports in their territory, act in conformity with such aviation security provisions.

4. Each Contracting Party agrees that such operators of aircraft shall be required to observe the aviation security provisions and requirements referred to in paragraph 3 above as required by the other Contracting Party for entry into, departure from, or while within the territory of that other Contracting Party. For entry into, departure from, or while within the territory of the Republic of Finland, operators of aircraft shall be required to observe aviation security provisions in conformity with European Union law. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

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

6. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorisation and technical permissions of an airline or airlines designated by that Contracting Party. When required by an emergency, a Contracting Party may take interim action prior to the expiry of fifteen (15) days. Any action taken in accordance with this paragraph shall be discontinued upon compliance by the other Contracting Party with the security provisions of this Article.

Article 14

Intermodal Services

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

Article 15

Fair competition

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

Article 16

Consultations and Settlement of Disputes

1. In a spirit of close co-operation, the aeronautical authorities of either Contracting Party may at any time request consultations related to the implementation, interpretation, application and satisfactory compliance with the provisions of this Agreement. Such consultations shall begin within a period of sixty (60) days from the date of the receipt of such a request, unless otherwise agreed between the aeronautical authorities.
2. Any dispute which cannot be resolved by consultations may, at the request of either Contracting Party, be submitted to a mediator or a dispute settlement panel. Such a mediator or panel may be used for mediation, determination of the substance of the dispute or to recommend a remedy or resolution of the dispute.
3. The Contracting Parties shall agree in advance on the terms of reference of the mediator or of the panel, the guiding principles or criteria and the terms of access to the mediator or the panel. They shall also consider, if necessary, providing for an interim relief and the possibility for the participation of any Party that may be directly affected by the dispute, bearing in mind the objective and need for a simple, responsive and expeditious process.
4. A mediator or the members of a panel may be appointed from a roster of suitably qualified aviation experts maintained by the International Civil Aviation Organization (ICAO). The selection of the expert or experts shall be completed within fifteen (15) days of receipt of the request for submission to a mediator or to a panel. If the Contracting Parties fail to agree on the selection of an expert or experts, the selection may be referred to the President of the Council of ICAO. Any expert used for this mechanism should be adequately qualified in the general subject of the dispute.
5. A mediation should be completed within sixty (60) days of engagement of the mediator or the panel, and any determination including, if applicable, any recommendation, should be rendered within sixty (60) days of engagement of the expert or experts. The Contracting Parties may agree in advance that the mediator or the panel may grant interim relief to the complainant, if requested, in which case a determination shall be made initially.
6. The Contracting Parties shall cooperate in good faith to advance the mediation and to implement the decision or determination of the mediator or the panel, unless they otherwise agree in advance to be bound by decision or determination. If the Contracting Parties agree in advance to request only a determination of the facts, they shall use those facts for resolution of the dispute.

7. The costs of this mechanism shall be estimated upon initiation and apportioned equally, but with the possibility of re-apportionment under the final decision.
8. The mechanism is without prejudice to the continuing use of the consultation process, the subsequent use of arbitration, or termination of the Agreement under Article 19.

Article 17 *Amendments*

1. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, it may request consultations with the other Contracting Party. Such consultations shall begin within a period of sixty (60) days from the date of the request, unless both Contracting Parties agree to an extension of this period. Any modification agreed in such consultations shall be approved by each Contracting Party in accordance with its legal procedures and shall enter into force on the first day of the second month after the Contracting Parties have notified each other through diplomatic channels that these procedures have been complied with.
2. Notwithstanding the provisions of paragraph 1 of this Article, amendments relating only to the Annex may be agreed upon between the aeronautical authorities of the Contracting Parties and shall become effective as agreed between them subject to the national laws and regulations of the Contracting Parties.

Article 18 *Multilateral Conventions*

If any multilateral convention concerning air transportation enters into force in respect of both Contracting Parties, the provisions of such convention shall prevail. Consultations in accordance with Article 16 of this Agreement may be held with a view to determining the extent to which this Agreement is affected by the provisions of the said multilateral convention.

Article 19 *Termination*

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

Article 20
Registration with ICAO

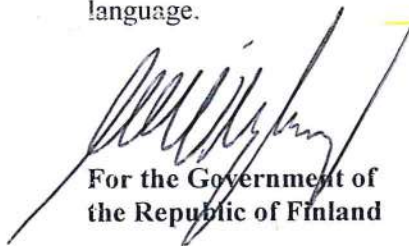
This Agreement and any amendment thereto shall be registered with the International Civil Aviation Organization.

Article 21
Entry into force

This Agreement shall enter into force on the first day of the second month after the Contracting Parties have notified each other through diplomatic channels that the procedures necessary for the entry into force of this Agreement have been completed.

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

Done at Montreal, Canada on 26 September, 2019 in two original copies in the English language.



**For the Government of
the Republic of Finland**

Mr. Mikael NYBERG
Senior Ministerial Adviser
Ministry of Transport and Communications



**For the Government of
the Republic of Rwanda**

Ambassador Claver GATETE
Minister of Infrastructure

ANNEX

to the Air Services Agreement between the Government of the Republic of Finland and the Government of the Republic of Rwanda

1. Routes which may be operated by the designated airlines of the Republic of Rwanda, in both directions:

<u>Points of origin</u>	<u>Intermediate points</u>	<u>Points of destination</u>	<u>Points beyond</u>
Any points in the Republic of Rwanda	Any points	Any points in the Republic of Finland	Any points

The designated airline(s) of the Republic of Rwanda may, at any given time, exercise fifth freedom traffic rights to intermediate points and/or to beyond points. Such intermediate and beyond points may be freely chosen and altered by the airlines of the Republic of Rwanda.

2. Routes which may be operated by the designated airlines of the Republic of Finland, in both directions:

<u>Points of origin</u>	<u>Intermediate points</u>	<u>Points of destination</u>	<u>Points beyond</u>
Any points in the Republic of Finland	Any points	Any points in the Republic of Rwanda	Any points

The designated airline(s) of the Republic of Finland may, at any given time, exercise fifth freedom traffic rights to intermediate points and/or to beyond points. Such intermediate and beyond points may be freely chosen and altered by the airlines of the Republic of Finland.

3. Any designated airline of one Contracting Party may, subject to the laws and regulations of the Contracting Party designating it, enter into co-operative marketing arrangements such as blocked-space or code sharing arrangements, with:

(a) An airline or airlines established in the territory of either Contracting Party, or

(b) An airline or airlines of a third Party. Should such third Party not authorise or allow comparable arrangements between the designated airlines of the other Contracting Party and other airlines on services to, from and via such third country, the Contracting Parties have the right not to accept such arrangements.

The above provisions are, however, subject to the condition that:

(a) operating airlines in such arrangements hold the appropriate traffic rights, and

(b) all the airlines meet the requirements applied to such arrangements regarding information to customers and filing procedures.

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 007 bis/2021 ryo ku wa 05/02/2021 ryemera kwemeza burundu Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere, hagati ya Guverinoma ya Repubulika ya <i>Finland</i> na Guverinoma ya Repubulika y'u Rwanda yakorewe i <i>Montreal</i>, muri <i>Canada</i> ku wa 26 Nzeri 2019</p>	<p>Seen to be annexed to Law n° 007 bis/2021 of 05/02/2021 approving ratification of the Air Services Agreement between Government of the Republic of Finland and the Government of the Republic of Rwanda, done at Montreal, Canada on 26 September 2019</p>	<p>Vu pour être annexé à la loi n° 007 bis /2021 du 05/02/2021 approuvant la ratification de l'Accord sur les services aériens entre le Gouvernement de la République de Finlande et le Gouvernement de la République du Rwanda, fait à Montréal, Canada le 26 septembre 2019</p>
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Kigali, 05/02/2021

(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° 047/01 RYO KU WA 26/03/2021 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA YA DOMINIKANI NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YASHYIRIWEHO UMUKONO I AQABA MU BWAMI BWA YORODANIYA, KU WA 4 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° 047/01 OF 26/03/2021 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE DOMINICAN REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT AQABA, HASHEMITE KINGDOM OF JORDAN, ON 4 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° 047/01 DU 26/03/2021 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DOMINICAINE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 4 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° 047/01 RYO KU WA 26/03/2021 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA YA DOMINIKANI NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YASHYIRIWEHO UMUKONO I AQABA MU BWAMI BWA YORODANIYA, KU WA 4 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° 005 ter/2021 ryo ku wa 05/02/2021 ryemera kwemeza burundu Amasezerano ajyanye no Gutwara Abantu n'Ibintu mu Kirere, hagati ya Guverinoma ya Repubulika ya Dominikani na Guverinoma ya Repubulika y'u Rwanda, yakorewe i Aqaba mu Bwami bwa Yorodaniya, ku wa 4 Ukuboza 2019;</p>	<p>PRESIDENTIAL ORDER N° 047/01 OF 26/03/2021 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE DOMINICAN REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT AQABA, HASHEMITE KINGDOM OF JORDAN, ON 4 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° 005 ter/2021 of 05/02/2021 approving the ratification of the Air Services Agreement between the Government of the Dominican Republic and the Government of the Republic of Rwanda, done at Aqaba, Hashemite Kingdom of Jordan, on 4 December 2019;</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 047/01 DU 26/03/2021 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DOMINICAINE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 4 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° 005 ter/2021 du 05/02/2021 approuvant la ratification de l'Accord sur les Services Aériens entre le Gouvernement de la République Dominicaine et le Gouvernement de la République du Rwanda, fait à Aqaba, le Royaume Hachémite de Jordanie, le 4 décembre 2019;</p>
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<p>Tumaze kubona Amasezerano ajyanye no Gutwara Abantu n'Ibintu mu Kirere hagati ya Guverinoma ya Repubulika ya Dominikani na Guverinoma ya Repubulika y'u Rwanda, yashyiriweho umukono i Aqaba mu Bwami bwa Yorodaniya, ku wa 4 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:</u> Kwemeza burundu</p> <p>Amasezerano ajyanye no Gutwara Abantu n'Ibintu mu Kirere hagati ya Guverinoma ya Repubulika ya Dominikani na Guverinoma ya Repubulika y'u Rwanda, yashyiriweho umukono i Aqaba mu Bwami bwa Yorodaniya, ku wa 4 Ukuboza 2019, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.</p>	<p>Considering the Air Services Agreement between the Government of the Dominican Republic and the Government of the Republic of Rwanda, signed at Aqaba, Hashemite Kingdom of Jordan, on 4 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:</u> Ratification</p> <p>The Air Services Agreement between the Government of the Dominican Republic and the Government of the Republic of Rwanda, signed at Aqaba, Hashemite Kingdom of Jordan, on 4 December 2019, annexed to this Order, is ratified and becomes fully effective.</p>	<p>Considérant l'Accord sur les Services Aériens entre le Gouvernement de la République Dominicaine et le Gouvernement de la République du Rwanda, signé à Aqaba, le Royaume Hachémite de Jordanie, le 4 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:</u> Ratification</p> <p>L'Accord sur les Services Aériens entre le Gouvernement de la République Dominicaine et le Gouvernement de la République du Rwanda, signé à Aqaba, le Royaume Hachémite de Jordanie, le 4 décembre 2019, annexé au présent arrêté, est ratifié et sort son plein et entier effet.</p>
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<p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</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><u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa</p> <p>Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y’u Rwanda.</p>	<p><u>Article 2:</u> Authorities responsible for the implementation of this Order</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><u>Article 3:</u> Commencement</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 2:</u> Autorités chargées de l’exécution du présent arrêté</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> <p><u>Article 3:</u> Entrée en vigueur</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° 047/01 RYO KU WA 26/03/2021 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA YA DOMINIKANI NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YASHYIRIWEHO UMUKONO I AQABA MU BWAMI BWA YORODANIYA, KU WA 4 UKUBOZA 2019</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 047/01 OF 26/03/2021 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE DOMINICAN REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT AQABA, HASHEMITE KINGDOM OF JORDAN, ON 4 DECEMBER 2019</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 047/01 DU 26/03/2021 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DOMINICAINE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À AQABA, LE ROYAUME HACHÉMITE DE JORDANIE, LE 4 DÉCEMBRE 2019</p>
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**AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF THE DOMINICAN REPUBLIC
AND
THE GOVERNMENT OF THE REPUBLIC OF RWANDA**

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

Desiring to promote an international aviation system based on competition among airlines;

Desiring to favor the rise of international air transport, by putting air transport networks which are able to provide air services to meet the needs of the traveling and shipping public;

Desiring to make it possible for airlines to offer the traveling and shipping public competitive prices and services in open markets;

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

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

Have agreed as follows:

**ARTICLE 1
DEFINITIONS**

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

- (a) "Convention" means the Convention of International Civil Aviation opened for signature at Chicago on 7 December 1944, and includes any Annex thereto adopted under Article 90 of that Convention, and any amendment to the Convention or its Annexes adopted under Articles 90 and 94 of the Convention, insofar as such Annexes and amendments have become effective for both Parties;
- (b) "Agreement" means this Agreement, its Annexes and any amendments thereto;
- (c) "Aeronautical authorities" means:
 - (i) In the case of the Dominican Republic, the Civil Aviation Board;
 - (ii) In the case of the Republic of Rwanda, the Ministry in charge of civil aviation;and



Page 1 of 16

Or in both cases, any person or body authorized to perform functions at present exercisable by the above-mentioned authorities or similar functions;

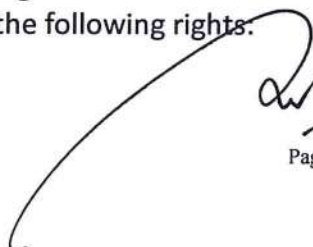
- (d) "Agreed services" means the air services established on the specified routes pursuant to the Annex to the present Agreement;
- (e) "Air service", "international air services", "airline" and "stop for non-traffic purposes", have the meanings respectively assigned to them in Article 96 of the Convention;
- (f) "Designated airline" means an airline or airlines designated by one Party and authorized by the other Party in accordance with Article 3 of this Agreement;
- (g) "Aircraft equipment", "stores", and "spare parts" have the meaning respectively assigned to them in Annex 9 of the Convention;
- (h) "Specified routes" means routes specified in the Annex to the present Agreement;
- (i) "Tariffs" means the prices to be paid for the carriage of passengers, baggage, cargo and the conditions under which these prices apply, including prices, commissions and conditions of agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail;
- j) "Territory" in relation to a State, designates the land areas, the adjacent territorial waters and the air space above them under the sovereignty of that State".
- k) "User charges" means a charge made to airlines by the competent authorities, or permitted by them to be made, for the provision of airport property or facilities or of air navigation facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo.
- l) "ICAO" designates the International Civil Aviation Organization.

For the avoidance of doubt, all references to the singular shall include the plural and all references to the plural shall include the singular.

ARTICLE 2

GRANT OF TRAFFIC RIGHTS

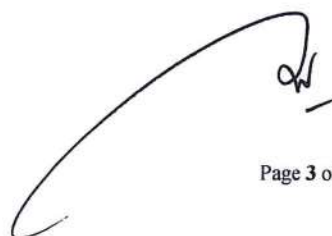
1. Each Party grants to the other Party the rights specified in the present Agreement for the conduct of international air services on the specified routes.
2. Subject to the provisions of the present Agreement, the designated airlines of each Party, during the conduct of international air services, shall enjoy the following rights.



- a) The right to fly across the territory of the other Party without landing;
 - b) The right to make stops in the territory of the Party for non-traffic purposes;
 - c) The right to make stops in the said territory, at the points specified for that route in the Annex to this Agreement, for the purpose of putting down and taking on international traffic in passengers, cargo and mail, separately or in combination carried for compensation;
3. The airline(s) of each Party, other than those designated under Article 3 (Designation and Authorization) of this Agreement, shall also enjoy the right specified in subparagraphs (a) and (b) of paragraph 2 of this Article. That airline shall be required to meet other conditions prescribed under laws and regulations normally applied to the operation of the international air transport services by the Party considering the application.
4. Nothing in this Article shall be deemed to confer on the airline(s) of one Party the rights to take on board, in the territory of the other Party, passengers, their baggage, cargo, or mail carried for compensation and destined for another point in the territory of that other Party.

ARTICLE 3 DESIGNATION AND AUTHORISATION

1. Each Party has the right to designate one or more airlines as it wishes for the purpose of operating the agreed services on the specified routes, and to withdraw or alter such designations. The designation shall be transmitted to the other Party in writing and shall specify whether the airline is authorized to conduct the type of air services on the specified routes.
2. On receipt of such a designation, and of application from the designated airline, in the form and manner prescribed for operating authorization, the other Party shall grant the appropriate authorizations with minimum procedural delay, provided that:
- a) That designated airline is constituted under the laws of the State that designates it, and that it has its domicile and main business office in the territory of said State, or substantial ownership and effective control of that airline are vested in the Party that designated that airline, nationals of that Party, or both;
 - b) The designated airline is the holder of an air operator certificate or any other equivalent document which is valid in accordance with the laws and regulations in force in the Party designating the airline;
 - c) The Party designating the airline has and maintains effective regulatory control of that airline;



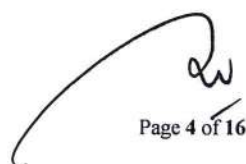
- d) The designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of air services by the Party considering the application(s); and
- e) The Party that designated the airline is maintaining and administering the standards set forth in Article 12 (Air Safety) and Article 13 (Aviation Security) of this agreement.

ARTICLE 4
WITHHOLDING, REVOCATION, SUSPENSION OR LIMITATION OF OPERATING
AUTHORISATIONS

1. Each Party shall have the right to withhold, revoke, suspend, limit or impose conditions on the operating authorizations of the airline designated by the other Party where:
 - a) That the designated airline is not constituted under the laws of the State that designates it, and that its domicile and main business office is not located in the territory of said State, or substantial ownership and effective control of that airline are not vested in the other Party, that other Party's nationals, or both;
 - b) The designated airline does not hold an air operator certificate or any other equivalent document which is valid in accordance with the laws and regulations in force of the Party designating the airline;
 - c) The Party designating the airline does not have effective regulatory control of that airline;
 - d) The designated airline has failed to meet any condition prescribed under the laws and regulations normally applied to the operation of international air services by the Party considering the application or applications; or
 - e) The designated airline has failed to comply with the provision set forth in Articles 12 (Air Safety) and Article 13 (Aviation Security).
2. Unless immediate measures are essential to prevent further non-compliance with subparagraphs (c) or (d) of paragraph 1 of this Article, the rights established by this Article shall be exercised only after consultations with the Party designating the airline, in accordance with the provisions set forth in Article 23 (Consultations and Amendments) of the present Agreement.

ARTICLE 5
FAIR COMPETITION AND OPERATION OF AIR SERVICES

1. Each Party shall provide to all designated airlines of both Parties fair and equal opportunity to compete in operating air services governed by this Agreement.



Page 4 of 16

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

ARTICLE 6

APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations of one Party relating to admission to, flight within or departure from its territory of an aircraft of designated airline(s) engaged in international air navigation, or to the operation or navigation of such aircraft while within its territory, shall apply to the aircraft upon entering or departing from or while within the territory of that Party.
2. The laws and regulations of one Party relating to entry into, stay in, or departure from its territory of passengers, baggage, crew, cargo or mail, such as laws and regulations relating to entry, exit, emigration, immigration, passports as well as customs and health or sanitary measures, shall apply to passengers, baggage, crew, cargo and mail carried by the aircraft of the designated airline(s) of the other Party upon entry into or departure from or while within the territory of the first Party.
3. In general, in the application of laws and regulations in force, neither Party shall give preference to its own nor any other airlines over designated airline of the other Party engaged in similar international air services.

ARTICLE 7

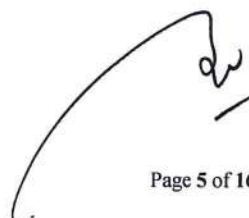
DIRECT TRANSIT

Passengers, baggage and cargo in direct transit through the territory of either Party and not leaving the area of the airport reserved for such purpose, shall be subject to a simplified control. Passengers, baggage and cargo in direct transit through the territory of either Party or not leaving the area of the airport reserved for such purpose shall be subject to further examination for reasons of aviation security, narcotics control, and prevention of illegal entry or in special circumstances.

ARTICLE 8

USER CHARGES

1. Neither Party shall impose or permit to be imposed 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. The charges applied to airlines for the use of airports, their facilities and other facilities and services, as well as any charges for the use of air navigation facilities, communication and services, will be established in accordance with the laws and regulations of each Party.

ARTICLE 9 TARIFFS

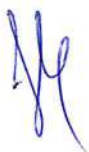
1. The designated airlines fix freely their tariffs and endeavor to practice reasonable tariffs with due regard being paid to all relevant factors, especially users interests, cost of exploitation service characteristics, commission rates, a reasonable profit and all other commercial consideration in the market.
2. Tariffs charged by airlines shall not be required to be filled with, or approved, by either Party.
3. Notwithstanding paragraph 1 of this Article, either Party may require information of tariffs proposed by its own airline, or the designated airline(s) of the other Party for carriage to or from its territory.
4. Without limiting the application of general competition and consumer law in each Party, consultations in accordance with the provisions set forth in Article 23 (Consultations and Amendments) of the present Agreement, may be initiated by either Party to:
 - a) Prevent unreasonably discriminatory tariffs or practices;
 - b) Protect consumers from tariffs that are unreasonably high or unreasonably restrictive due either to the abuse of dominant position or to concerted practices among air carriers; and
 - c) Protect airlines from tariffs that are artificially low because of direct or indirect governmental subsidy or support.

ARTICLE 10 EXCHANGE OF INFORMATION

The aeronautical authorities of each Party shall provide to the aeronautical authorities of the other Party, on request, information relating to the traffic carried on the agreed services by the respective designated airline (s). Such information shall include statistics and other information required in determining the amount of traffic carried by those airlines on the agreed services.

ARTICLE 11 RECOGNITION OF CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid in accordance with the laws and regulations of one Party and still in force, shall be



recognized as valid by the other Party for the purpose of operating the specified routes, provided that the requirements under which such certificates and licenses are issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.

2. Each Party reserves the right, however, to refuse to recognize as valid, for the purpose of flights within its own territory, certificates of competency and licenses granted to its own nationals by the other Party.

ARTICLE 12

AIR SAFETY

1. Each Party may request consultations at any time concerning the safety standards maintained by the other Party in areas relating to aeronautical facilities, flight crew, aircraft and the consultations shall take place within thirty (30) day of that request.
2. If, following such consultations one Party finds that the other Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 of this Article that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Party shall notify the other Party of those findings and of the steps considered necessary to conform with those minimum standards established at that time pursuant to the Convention, and the other 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 subparagraph (e) of paragraph 1 of Article 4 (Withholding, Revocation, Suspension, or Limitation of Operating Authorizations) of this Agreement.
3. Pursuant to Article 16 of the Convention, it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of the 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 authorized representatives of the other Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.
4. If any such ramp inspections give rise to:
 - (a) Serious concerns that an aircraft or the operation of effective 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 Party carrying out the ramp inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licenses in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid or that the requirements under which that aircraft is operated are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the airline or airlines of one 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 authorization of an airline or airlines of the other Party immediately in the event the first Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.
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 13 AVIATION SECURITY

1. Consistent with their rights and obligation under international law, the Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo 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 24 February 1988, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991 as well as with any other convention and protocol relating to the security of civil aviation which both Parties adhere to.
2. The Parties shall provide, upon request, all practicable assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.
3. The 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 Parties. Each Party shall require that operators of aircraft of their registry, or operators of aircraft who have their principal place of business or permanent residence in its territory, and the operators of airports in its territory, act in conformity with such aviation security provisions.

4. Each Party agrees that such operators of aircrafts shall be required to observe the aviation security provisions referred to in paragraphs 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, and baggage, cargo and aircraft stores prior to and during boarding or loading.

Each Party shall also give sympathetic 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 seizures of civil aircraft or other unlawful act against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.
6. When a Party has reasonable grounds to believe that the other Party has departed from the aviation security provisions of this Article, that Party may request immediate consultations with the other Party.
7. Without prejudice to Article 4 (Withholding, Revocation, Suspension or Limitation of Operating Authorizations) of this Agreement, failure to reach a satisfactory agreement within fifteen (15) days from the date of such request will constitute grounds to withhold, revoke, suspend, limit or impose conditions on the operating authorization of the air carriers of both Parties.
8. When required by an immediate and extraordinary threat, a Party may take interim action prior to the expiry of fifteen (15) days.
9. Any action taken in accordance with the paragraph 7 above shall be discontinued upon compliance by the other Party with the provisions of this Article.

ARTICLE 14

EXEMPTION FROM CUSTOMS DUTIES AND OTHER TAXES

1. Aircraft operated, for the agreed services, by the designated airline(s) of either Party, as well as any aircraft equipment, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft are exempt from all customs



duties, inspection fees and other similar charges on arriving in the territory of the other Party, provided that such time as they are re-exported or are used on the part of the journey performed over that territory.

2. Subject to paragraph 3 of this Article, they are also exempt from customs duties, inspection fees and similar charges:
 - a) Aircraft stores taken on board in the territory of a Party; within limits fixed by the aeronautical authorities of that Party, and for use on board outbound aircraft engaged on an agreed service of the other Party;
 - b) Spare parts, introduced into the territory of either Party for the maintenance or repair of aircrafts used, for the agreed services, by the designated airline(s) of the other Party;
 - c) Lubricants, and consumable technical supplies, to be supplied to an inbound/ transiting/ outbound aircraft operated, on agreed services, by the designated Airline(s) of the other Party, even when such supplies are to be used on the part of the journey performed over the territory of the Party in which they are taken on board.
3. Materials and supplies referred to in subparagraphs (a), (b) and (c) of paragraph 2 of this Article, may be subject to customs surveillance or control, of two Parties.
4. Baggage and cargo in direct transit are exempt from customs duties and other similar taxes provided that these will be under customs surveillance or control.
5. The regular airborne equipment, as well as the materials and supplies retained on board an aircraft of the designated airline(s) of either Party, may be unloaded in the territory of the other Party only with the approval of the customs authorities of that other Party and such customs authorities may require that such equipment, materials and supplies be placed under their surveillance up to such time as they are re-exported or otherwise disposed of in accordance with customs laws and regulations.

ARTICLE 15 COMMERCIAL ACTIVITIES

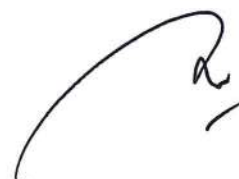
1. In accordance with the laws and regulations of the other Party, the designated airline(s) of one Party shall have the right:
 - a) In relation to entry, residence and employment, to bring in and maintain in the territory of the other Party managerial and other specialist staff, office equipment and other related equipment and promotional materials required for the operation of international air services;
 - b) To employ technical administrative and commercial personnel of its own nationality subject to the laws and regulations in force in the country in which these personnel is to be employed;

- c) To use the services of personnel of any other organization, company or airline operating in the territory of the other Party;
 - d) To establish offices in the territory of the other Party for the purposes of provision, promotion and sale of air services;
 - e) To sell and market international air services and related products in the territory of that other Party, directly and, at its discretion, through its agents or other intermediaries, in the local currency or in freely convertible currencies of other countries; and
 - f) To convert and remit to the territory of its incorporation, on demand, local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly without restrictions or taxation in respect thereof at the rate of exchange applicable to current transactions and remittance on the date the carrier makes the initial application for remittance. Such conversion and remittance shall be made in accordance with the foreign exchange regulations of the Party concerned.
2. The designated airlines of each Party have the right to enter into cooperative marketing arrangements subject to national laws, regulations and policies, such as blocked space, code sharing or leasing arrangements with an airline or airlines of either Party or airlines of a third country, provided that the airlines have the appropriate authorization of exploitation.
3. The marketing airline may be required to file any proposed co-operative marketing arrangements with the aeronautical authorities of each Party before its introduction.
4. When holding out services for sale, the marketing airline will make it clear to the purchasers of tickets for such services, at the point of sale, which airline will be the operating airline on each sector of the services and with which airline or airlines the purchaser is entering into a contractual relationship.

ARTICLE 16

LEASING

1. Either Party may prevent the use of leased aircraft for services under this Agreement which does not comply with Article 12 (Air Safety) and Article 13 (Aviation Security) of this agreement.
2. Subject to paragraph 1 of this Article, the designated airlines of each Party may operate services under this Agreement by using leased aircraft which meets the requirements provided by Article 12 (Air Safety) and Article 13 (Aviation Security) of this Agreement.



ARTICLE 17
CHANGE OF GAUCE

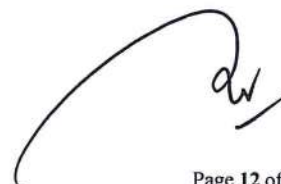
On any international segment or segments of the agreed routes, a designated airline may perform international air transportation without any limitation as to change, at any point on the route, in type or number of aircraft operated; provided that (with the exception of all-cargo services) the transportation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

ARTICLE 18
GROUND HANDLING

1. Subject to applicable safety provisions, including ICAO Standards and Recommended Practices (SARP's) contained in Annexes 6 and 17, and in accordance with local laws and regulations, each Party shall authorize airline(s) of the other Party, at each airline(s) choice, to:
 - a) Perform its own ground handling services;
 - b) Join with others in forming a services-providing entity; and/or
 - c) Select among competing service providers.
2. When the internal rules of a Party limit the exercise of the aforementioned rights, each designated airline shall be treated in a non-discriminatory manner with regard to ground handling services offered by a provider or duly authorized providers.
3. The exercise of the rights provided in paragraph 1 of this Article shall be subject to the physical or operational limitations resulting from considerations of safety or aviation security at the airport.

ARTICLE 19
INTERMODAL SERVICES

Notwithstanding any other provision of this Agreement, airlines and indirect providers of cargo transportation of both Parties shall be permitted, without restriction, to employ in connection with international air transportation any surface transportation for cargo to or from any points in the territories of the Parties or in third countries, including transport to and from all airports with customs facilities, and including, where applicable, the right to transport cargo in bond under applicable laws and regulations. Such cargo, whether moving by surface or by air, shall have access to airport customs processing and facilities. Airlines may elect to perform their own surface transportation or to provide it through arrangements with other surface carries, including surface transportation operated by other airlines and other 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 20
COMPUTER RESERVATION SYSTEM (CRS)

Each Party shall apply the ICAO Code of Conduct for the Regulation and Operation of Computer Reservation Systems within its territory consistent with other applicable regulations and obligations concerning computer reservation systems.

ARTICLE 21
APPROVAL OF SCHEDULES

1. The designated airline of each Party shall submit its envisaged flight schedules for approval to the aeronautical authorities of the other Party at least thirty (30) days prior to the operation of the agreed services. The same procedure shall apply to any modification thereof.
2. For supplementary flights which designated airlines of one Party wishes to operate on the agreed services outside the approved timetable, that airline must request prior permission from the aeronautical authorities of the other Party. Such requests shall usually be submitted at least three (3) working days prior to the operation of such flights.

ARTICLE 22
NON-REGULAR OPERATIONS / CHARTER

1. Airlines of each Party shall have the right to transport charter-type passengers (and the accompanying baggage) international traffic and / or cargo (including, among others, a combination of passengers / cargo).
2. Each Party shall, subject to reciprocity, respond within the deadlines established by the authorities of the Parties, without delay, requests for non-scheduled or charter operations made by airlines that are duly authorized by the other Party.
3. Provisions concerning the application of laws, granting of rights, recognition of certificates and licenses, security, aviation security, user rights, customs duties, statistics and consultations and all other relevant articles on this agreement, including local tax rates shall also apply to non-scheduled or charter flights operated by the airlines of a Party to and from the territory of the other Party.

ARTICLE 23
CONSULTATIONS AND AMEDMENTS

1. In a spirit of close cooperation, the aeronautical authorities of the Parties shall consult with each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and the Annex attached



hereto and shall consult whenever necessary to provide for amendment to this Agreement or the Annex.

2. Either Party may request consultations, which may be through discussions or by correspondence. Consultations shall begin within a period of thirty (30) days from the date the other Party receives a written request, unless otherwise agreed by both Party.
3. Any amendment of this Agreement, or its Annex, shall be affected by an exchange of diplomatic notes and shall enter into force on such date as is provided for by the latter note.

ARTICLE 24

MULTILATERAL AGREEMENTS

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

ARTICLE 25

SETTLEMENT OF DISPUTES

- (1) If any dispute arises between the Parties relating to the interpretation or implementation of this Agreement, the aeronautical authorities of the two Parties shall in the first place settle the dispute by negotiation.
- (2) If the aeronautical authorities of the Parties fail to reach a settlement of the said dispute, the Parties shall settle such dispute through diplomatic channels.

ARTICLE 26

TERMINATION OF AGREEMENT

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

ARTICLE 27

REGISTRATION OF AGREEMENT

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



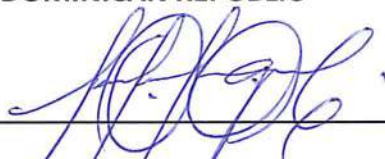
ARTICLE 28
ENTRY INTO FORCE

This Agreement and its Annex shall be applied provisionally from the date of its signature and shall enter into force on the date of the receipt of the last notification, through diplomatic channels, by which the Parties notify each other that the internal legal procedures necessary for its entry into force have been fulfilled.

IN WITNESS WHERE OF the undersigned, being duly authorized by their respective Governments, have signed this Agreement;

Done at Aqaba, Hashemite Kingdom of Jordan, on this 4th day of December of 2019, in two original in the Spanish and English languages, all texts being equally authentic. In case of any divergence in interpretation of the provisions of this Agreement, the English text shall prevail.

FOR
THE GOVERNMENT OF THE
DOMINICAN REPUBLIC



Luis Ernesto Camilo Garcia
President Civil Aviation Board of the
Dominican Republic

FOR
THE GOVERNMENT OF THE
REPUBLIC OF RWANDA



Williams Nkurunziza
Rwanda's Ambassador to Turkey

ANNEX I

ROUTES

1. Routes to be operated by the designate Airlines of the Dominican Republic:

Points in the Dominican Republic	Intermediate points	Points in	Beyond Points
Any point or points	Any point or points	Any point or points	Any point or points

2. Routes to be operated by the designate Airlines of the Republic of Rwanda:

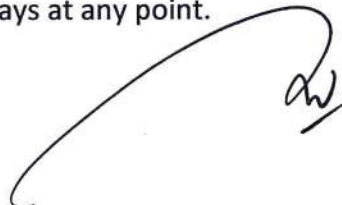
Points In	Intermediate points	Points in the Dominican Republic	Beyond Points
Any point or points	Any point or points	Any point or points	Any point or points

Note 1: Any point or all intermediate points and/or beyond points on the specified routes may, at the discretion of each airline, be omitted on any or all flights.

Operational flexibility:

Each designated airline may, in any or all of its flights and its option:

1. operate flights in either or both directions;
2. combine different flight numbers within one aircraft operation;
3. pick up and discharge stop-over traffic at any point of the route schedule, provided that stop over time does not exceed seven (7) days at any point.



<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 047/01 ryo ku wa 26/03/2021 ryemeza burundu Amasezerano ajyanye no Gutwara Abantu n'Ibintu mu Kirere hagati ya Guverinoma ya Repubulika ya Dominikani na Guverinoma ya Repubulika y'u Rwanda, yashyiriweho umukono i Aqaba mu Bwami bwa Yorodaniya, ku wa 4 Ukuboza 2019</p>	<p>Seen to be annexed to Presidential Order 047/01 of 26/03/2021 ratifying the Air Services Agreement between the Government of the Dominican Republic and the Government of the Republic of Rwanda, signed at Aqaba, Hashemite Kingdom of Jordan, on 4 December 2019</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 047/01 du 26/03/2021 ratifiant l'Accord sur les Services Aériens entre le Gouvernement de la République Dominicaine et le Gouvernement de la République du Rwanda, signé à Aqaba, le Royaume Hachémite de Jordanie, le 4 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° 048/01 RYO KU WA 26/03/2021 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA YA CHILE NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YASHYIRIWEHO UMUKONO I AQABA MURI YORODANIYA, KU WA 4 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° 048/01 OF 26/03/2021 RATIFYING THE AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHILE AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT AQABA, JORDAN, ON 4 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° 048/01 DU 26/03/2021 RATIFIANT L'ACCORD SUR LE TRANSPORT AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU CHILI ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À AQABA, JORDANIE, LE 4 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° 048/01 RYO KU WA 26/03/2021 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA YA CHILE NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YASHYIRIWEHO UMUKONO I AQABA MURI YORODANIYA, KU WA 4 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° 006 bis/2021 ryo ku wa 05/02/2021 ryemera kwemeza burundu Amasezerano ajyanye no Gutwara Abantu n'Ibintu mu Kirere, hagati ya Guverinoma ya Repubulika ya Chile na Guverinoma ya Repubulika y'u Rwanda, yakorewe i Aqaba, mu Bwami bwa Yorodaniya, ku wa 4 Ukuboza 2019;</p> <p>Tumaze kubona Amasezerano ajyanye no Gutwara Abantu n'Ibintu mu Kirere hagati</p>	<p>PRESIDENTIAL ORDER N° 048/01 OF 26/03/2021 RATIFYING THE AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHILE AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT AQABA, JORDAN, ON 4 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° 006 bis/2021 of 05/02/2021 approving the ratification of the Air Transport Agreement between the Government of the Republic of Chile and the Government of the Republic of Rwanda, done at Aqaba, the Hashemite Kingdom of Jordan, on 4 December 2019;</p> <p>Considering the Air Transport Agreement between the Government of the Republic</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 048/01 DU 26/03/2021 RATIFIANT L'ACCORD SUR LE TRANSPORT AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU CHILI ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À AQABA, JORDANIE, LE 4 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° 006 bis/2021 du 05/02/2021 approuvant la ratification de l'Accord sur le Transport Aérien entre le Gouvernement de la République du Chili et le Gouvernement de la République du Rwanda, fait à Aqaba, le Royaume Hachémite de Jordanie, le 4 décembre 2019;</p> <p>Considérant l'Accord sur le Transport Aérien entre le Gouvernement de la</p>
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<p>ya Guverinoma ya Repubulika ya Chile na Guverinoma ya Repubulika y'u Rwanda, yashyiriweho umukono i Aqaba muri Yorodaniya, ku wa 4 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 ya Chile na Guverinoma ya Repubulika y'u Rwanda, yashyiriweho umukono i Aqaba muri Yorodaniya, ku wa 4 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>of Chile and the Government of the Republic of Rwanda, signed at Aqaba, Jordan, on 4 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 Air Transport Agreement between the Government of the Republic of Chile and the Government of the Republic of Rwanda, signed at Aqaba, Jordan, on 4 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>République du Chili et le Gouvernement de la République du Rwanda, signé à Aqaba, Jordanie, le 4 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 sur le Transport Aérien entre le Gouvernement de la République du Chili et le Gouvernement de la République du Rwanda, signé à Aqaba, Jordanie, le 4 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° 048/01 RYO KU WA 26/03/2021 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA YA CHILE NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YASHYIRIWEHO UMUKONO I AQABA MURI YORODANIYA, KU WA 4 UKUBOZA 2019</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 048/01 OF 26/03/2021 RATIFYING THE AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHILE AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT AQABA, JORDAN, ON 4 DECEMBER 2019</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 048/01 DU 26/03/2021 RATIFIANT L'ACCORD SUR LE TRANSPORT AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU CHILI ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À AQABA, JORDANIE, LE 4 DÉCEMBRE 2019</p>
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AIR TRANSPORT AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF CHILE

AND

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

The Government of the Republic of Chile and the Government the Republic of Rwanda, hereinafter referred to as “the Parties”;

Desiring to promote an air transportation system based on competition among airlines in the marketplace, with minimum government interference and regulation, and equal opportunities;

Desiring to facilitate the expansion of international air transportation;

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

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

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

Have agreed as follows:

ARTICLE 1
Definitions

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

1. "Aeronautical authorities" means, in the case of the Republic of Chile, the Civil Aeronautical Board, or its successor agency or agencies; and in the case of the Republic of Rwanda, the Ministry in charge of civil aviation, Rwanda Civil Aviation Authority, or its successor agency or agencies; and in both cases, any person or body authorized to perform functions at present performed by the said authorities;
2. "Agreement" means this Agreement as well as any amendment thereto;
3. "Party" is a State that has formally agreed to be bound to this Agreement;
4. "Air transportation" means any public carriage by aircraft of passengers, baggage, cargo, and mail, separately or in combination, for remuneration, hire, or otherwise;
5. "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes:
 - a. any amendment that has entered into force under Article 94(a) of the Convention and has been ratified by both Parties, and
 - b. any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time effective for both Parties;
6. "ICAO" designates the International Civil Aviation Organization;
7. "Designated airline" means the airline or airlines designated and authorized in accordance with Article 3 of this Agreement;
8. "Price" means any tariff, fare, rate, or charge for the carriage of passengers, baggage, and cargo and the conditions under which this tariff, fare, rate, or charge applies, excluding remuneration and other conditions relating to carriage of mail;
9. "International air service" means, under Article 96 of the Convention, air transportation that passes through the airspace over the territory of more than one State;
10. "Territory" has the meaning assigned to it in Article 2 of the Convention;

11. "User charge" means a charge imposed on airlines for the provision of airport, air navigation, or aviation security goods, facilities, and services; and
12. "Code sharing" means a business arrangement among designated airlines of both Parties and/or third country airlines under which they jointly operate a specific route for carrying passengers, cargo, and mail, one as operator and marketer and the other as marketer, whereby each of the airlines involved has traffic rights.

ARTICLE 2

Grant of Rights

1. Each Party grants to the other Party the following rights for the conduct of air services by the designated airlines of the other Party:
 - a. the right to fly across its territory without landing;
 - b. the right to make stops in its territory for non-commercial purposes; and
 - c. the right to provide regular and non-regular services, for passengers and cargo, in combination or exclusively for cargo purposes between both territories, and between the territory of the other Party and any third country, directly or through its own territory, and such services may not include any point of the territory of the Party designating the airline; without limitations regarding routes, frequencies, and flying material that can be its own, hired, or chartered.
2. The designated airlines of one Party shall have the right to use all airways, airports, and other facilities in the territory of the other Party on a non-discriminatory basis.
3. Each designated airline 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 behind, intermediate, beyond points, and points in the territories of the Parties on the routes in any combination and in any order;
 - d. omit stops at any point or points;
 - e. transfer traffic from any of its aircraft to any other of its aircraft at any point on the routes, whether it is the traffic of passengers, cargo, and mail, or exclusively the traffic of cargo from one aircraft to another or to several

aircraft other than those used over the same route before the stop, whether these are its own aircraft or operated under any of the modalities specified in Article 8; and

- f. serve points behind any point in its territory, with or without change of aircraft or flight number, and may hold out and advertise such services to the public as direct services.

ARTICLE 3 **Designation and Authorization**

1. Each Party shall have the right to designate as many airlines as it wishes to conduct air transportation in accordance with this Agreement, and to withdraw or alter such designations. Such designations shall be transmitted to the other Party in writing through diplomatic channels.
2. On receipt of such a designation, and of applications from the designated airline(s), the aeronautical authorities of the other Party shall, subject to the provisions of paragraphs 3 and 4 of this Article, grant appropriate authorizations and permissions with minimum procedural delay, according to paragraph 1 of this Article.
3. The aeronautical authorities of a Party may require the airline designated by the other Party to demonstrate that it is qualified to meet the conditions set forth by the laws and regulations as normally and reasonably applied to the operation of air transportation.
4. Each Party shall have the right to refuse the designation referred to in paragraph 1 of this Article, or to impose upon a designated airline the conditions as deemed necessary for the exercise of the rights specified in Article 2 of this Agreement, provided the airline is neither incorporated nor has its principal place of business in the territory of the Party designating the airline.
5. When an airline has been so designated and authorized, it may commence operation of the agreed services in accordance with the relevant provisions of this Agreement and with minimum procedural delay.

ARTICLE 4 **Revocation, Suspension or Limitation of Authorization**

1. Each Party shall reserve the right to revoke, suspend, or limit the operating authorizations granted to an airline designated by the other Party, provided that the airline is not incorporated and/or does not have its principal place of business in the territory of the other Party, or has failed to comply with the laws and regulations referred to in Article 5 (Applications of Laws) of this Agreement. Such

a right established by this Article shall be exercised only after consultation with the other Party.

2. This Article does not limit the rights of either Party to suspend, limit, or impose conditions on air transportation in accordance with the provisions of Articles 6 (Safety) and 7 (Aviation Security).

ARTICLE 5 **Application of Laws**

1. The laws and regulations of each Party governing the entry into, stay in, and departure from the country of aircraft engaged in air transportation, and those governing migration, customs, and health measures, shall also be applied within that territory to the operations of the company designated by the other Party. Such application shall not be discriminatory for third countries.
2. The laws and regulations of a Party governing the provision of statistical information shall be complied with by the airlines of the other Party.
3. The laws and regulations of either Party relating to the provision of domestic air services shall be complied with by the airlines of the other Party if cabotage takes place within the territory of the first Party.

ARTICLE 6

Safety

1. For the purpose of operating the air transportation provided under this Agreement, each Party shall recognize as valid the certificates of airworthiness, certificates of competency, and licenses issued or validated by the other Party and still in force.
2. Either Party may request consultations concerning the safety standards kept by the other Party relative to aeronautical facilities, aircrews, aircraft, and operation of the designated airlines. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards and requirements in these areas that at least equal the minimum safety standards that may be established pursuant to the Convention, the other Party shall be notified of such findings and the other Party shall take appropriate corrective actions.
3. The designated airlines of one Party shall comply with the technical standards of the other Party regarding revalidation and granting of the Air Operator Certificate (AOC), the requirements of which shall not be discriminatory compared with national companies or other international companies.
4. Any aircraft operated by or on behalf of an airline of a Party providing services from or to the territory of the other Party, shall, when it is in the territory of the latter, be subject to inspection by authorized representatives of the other Party, provided that this does not cause unnecessary delays to the aircraft operation.
5. Whenever it may be essential to take corrective actions to guarantee the safety of aircraft or airline operations, each Party reserves the right to immediately revoke or modify the operating authorization of the airline or to suspend a particular flight.

ARTICLE 7

Aviation Security

1. In accordance with their rights and obligations under International Law, the Parties reaffirm their mutual obligation to protect the security of civil aviation against acts of unlawful interference as an integral part of this Agreement.
2. Each Party shall, at the request of the other Party, provide all necessary assistance to prevent acts of unlawful seizure of aircraft and other unlawful acts against the safety of their passengers, crew, aircraft, airports, and air navigation facilities, and to address any other threat to the security of civil air navigation.
3. Without limiting the generality of their rights and obligations under international law, the Parties shall act in conformity with the provisions of the Convention on

Offenses and other Certain Acts Committed on Board Aircraft, signed at Tokyo on September 14, 1963; the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on December 16, 1970, and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on September 23, 1971, and the Protocol for the Suppression of Unlawful Acts of Violence in Airports serving International Civil Aviation, signed at Montreal on February 24, 1988, and the Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991, provided both Parties are parties to said Conventions, as well as any other Convention or Protocol regarding civil aviation security ratified by both Parties.

4. The Parties shall, in their mutual relations, act in conformity with the aviation security provisions set by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation, insofar as such provisions are applicable to the Parties. They shall require that operators of aircraft of their registry, operators of aircraft who have their principal place of business or permanent residence in their territory and operators of airports in their territory act in conformity with such aviation security provisions.
5. Each Party agrees that such operators of aircraft may be required to observe the aviation security provisions required by the other Party for entry into, departure from, and while within the territory of the other Party. Each Party shall ensure that adequate measures are applied within its territory to protect aircraft and inspect passengers, crew, carry on items, cargo, and aircraft stores, prior to and during boarding or loading. Each Party shall also give positive consideration to any request from the other Party for special aviation security measures to meet a particular threat.
6. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of passengers, crew, aircraft, airports, or air navigation facilities occurs, the Parties shall assist one other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat.
7. When a Party has reasonable grounds to believe that the other Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Party may request immediate consultations with the aeronautical authorities of the other Party. Failure to reach a satisfactory agreement on the issues involved within 15 days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorization and technical permissions of an airline or airlines of that Party. When required by an emergency, a Party may take interim action prior to the expiry of 15 days.

ARTICLE 8
Commercial Opportunities

1. The designated airlines of each Party shall have the right to establish offices in the territory of the other Party for the promotion and sale of air transportation.
2. The designated airlines of each Party shall be entitled, in accordance with the laws and regulations of the other Party relating to entry, residence, and employment, to bring in and maintain in the territory of the other Party managerial, sales, technical, operational, and other specialist staff required for the provision of air transportation, in accordance with national legislation.
3. Each designated airline shall have the right to perform its own ground-handling services in the Territory of the other Party (hereinafter "self-handling services") or, at its option, select among competing agents for such services. These services shall be subject only to physical constraints resulting from considerations of airport safety. Where such considerations preclude self-handling services, ground services shall be available on an equal basis to all airlines; charges shall be based on the costs of services provided; and such services shall be comparable to the kind and quality of services as if self-handling were possible.
4. Designated airlines of either Party may engage in the sale of air transportation services in the territory of the other Party directly, and, at the airline's discretion, through its agents. Each designated airline shall have the right to sell such transportation, and any person shall be free to purchase such transportation in the currency of that territory or in freely convertible currencies, subject to the current rate of exchange provisions of each Party.
5. Each Party shall grant to the designated airlines of the other Party the right to remit to its principal place of business local revenues obtained in the territory of the former Party in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly at the rate of exchange applicable to current transactions and remittance prevailing on the date of conversion and remittance.
6. In operating or holding out the authorized services on the agreed routes, any designated airline of either Party may enter into cooperative marketing arrangements such as blocked-space and code-sharing, with designated airlines of either Party and/or an airline or airlines of a third country, provided that (a) the airlines in such arrangements hold the corresponding air traffic rights; and (b) the airline tickets and any other document regarding the conditions of the air transportation and/or air waybills state clearly the buyer or user of the service, the airline that will actually operate each segment of the service, and the airline with which will enter into a commercial-contractual relation.

In operating the agreed services as previously stated, frequencies used by non-operator designated airlines shall not be deducted from the authorized capacity unless these operations were done with companies of third countries.

7. In operating or holding out the authorized services on the agreed routes, any designated airline of either Party may also enter into commercial arrangements such as aircraft exchange, dry leases, aircraft subleases, interchange or lease for hours, and wet leases, whether or not they include insurances and maintenance with designated airlines of either Party and/or an airline or airlines of a third country, subject to the compliance of operational and aviation security provisions referred to in this Agreement.

ARTICLE 9 **Customs Duties**

1. Aircraft operated on international air transportation by the designated airlines of either Party, as well as the regular equipment, spare parts, fuel, lubricants, and aircraft stores (including items of food and beverages) on board such aircraft shall be exempt from all customs duties, provided that such equipment and supplies remain on board the aircraft until re-exported.
2. The following shall also be exempt from duties, with the exception of charges based on the cost of the service provided:
 - a. aircraft stores taken on board in the territory of either Party, within the limits set by the competent authorities of the Party and for use on board the aircraft engaged in the services agreed upon with the other Party; and
 - b. spare parts introduced into the territory of either Party for the servicing or repair of aircraft operated by the designated airline or airlines of the other Party in the agreed services.

Equipment and supplies referred to in paragraphs (a) and (b) above may be required to be kept under the supervision or control of customs authorities.

3. Standard aircraft equipment, as well as materials and supplies on board aircraft of either Party may be unloaded in the territory of the other Party only upon authorization of customs authorities of the former. In such a case, they may be required to be kept under the supervision of such authorities until re-exported or until otherwise disposed of in accordance with customs regulations.

ARTICLE 10
User Charges

1. User charges that may be imposed by the competent charging bodies on designated airlines of the other Party shall be just, reasonable, and not unjustly discriminatory.
2. Each Party shall encourage consultations among the competent charging bodies in the territory and the airlines using the services and facilities, and shall encourage the competent charging bodies and the airlines to exchange information as may be necessary to permit an accurate review of the reasonableness of the charges.

ARTICLE 11
Competition among Airlines

1. Each Party shall allow a fair and equal opportunity for the designated airlines of both Parties to compete in providing the international air transportation governed by this Agreement.
2. The capacity of international air transport offered by the designated airlines shall be determined freely by each of them.
3. Neither Party shall unilaterally limit the volume of traffic, frequency, or regularity of service, or the aircraft type or types operated by the designated airlines of the other Party, except as may be required for customs, technical, operational, or environmental reasons under uniform conditions consistent with Article 15 of the Convention and always on a non-discriminatory basis.
4. Each Party shall adopt all such measures as required within their jurisdiction to prevent any form of discrimination or unfair competition practices affecting the competitiveness of the airlines of the other Party.
6. Each Party shall minimize the administrative burdens of filing requirements and procedures on designated airlines of the other Party and ensure that such burdens and procedures are applied upon a non-discriminatory basis.

ARTICLE 12
Pricing

1. Each designated airline shall establish the prices for air transportation. Intervention by the Parties shall be limited to:
 - a. prevention of unreasonably discriminatory prices or practices;

- b. consumer protection from prices that are unreasonably high or restrictive due to the abuse of a dominant position; and
 - c. protection of airlines from prices that are artificially low due to direct or indirect governmental subsidy or support.
- 2. Neither aeronautical authority of the Parties shall take unilateral action to prevent the introduction of a proposed price or a price charged by a designated airline of either Party, except as set out in paragraphs 3 and 4 of this Article.
 - 3. Prices to be charged to or from its territory by airlines of either Party shall be submitted to the aeronautical authorities of the other Party or to the corresponding entities for notification or registration.
 - 4. If either Aeronautical Authority of the Parties believes that the price proposed or in effect is inconsistent with the considerations set forth in paragraph 1 of this Article, it shall notify the other Party of the reasons for its dissatisfaction as soon as possible. Aeronautical authorities of both Parties shall make their best effort to settle the issue. Each Party may request consultations. These consultations shall be held not later than 30 days after receipt of the request, and the Parties shall cooperate in securing information necessary for a reasonable resolution of the issue. If the Parties reach agreement with respect to a tariff for which a notice of dissatisfaction has been given, each Party shall make its best effort to put that agreement into effect. Without such mutual agreement, the price shall remain in force.

ARTICLE 13

Consultations and Amendments

- 1. 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 45 days from the date the other Party receives the request, unless otherwise agreed.
- 2. Any amendment to this Agreement shall become effective upon the exchange of notes, through diplomatic channels, whereby the two Parties inform one another that they have completed the formalities required by their national legislation.

ARTICLE 14
Settlement of Disputes

1. Any dispute arising between the Parties as to the interpretation or application of this Agreement shall be first settled by consultations between the Parties. If the Parties fail to reach a settlement through consultation, they can agree to submit the dispute to an arbitral panel.
2. This arbitral panel shall be composed of three members established as follows:
 - a) Each Party shall designate an arbitrator within 30 days after receipt of the request of arbitration. Within 60 days after the two arbitrators have been appointed, they shall appoint, by mutual agreement, a third arbitrator, who will act as President of the arbitration panel; and
 - b. If either Party does not designate an arbitrator or if the third arbitrator is not designated as stated in subparagraph a), the arbitrator or arbitrators shall, at the request of either Party, be designated by the President of the Council of the International Civil Aviation Organization within 30 days. If the President of the Council is a national of either Party, the appointment shall be made by the most senior Vice President who is not disqualified for the same reason.
3. The Parties undertake to comply with the procedure, decisions and the judgment handed down by the arbitral panel. If decisions handed down in accordance with this Article are not observed by either Party or the designated airlines of either of them, the other Party may limit, impede, or revoke any right or privilege granted to the other non-compliant Party pursuant to this Agreement.
4. Costs incurred as a result of the arbitral panel shall be shared equally by the Parties.

ARTICLE 15
Termination

1. Either Party may, at any time, give notice in writing to the other Party of its decision to terminate this Agreement through diplomatic channels. Such notice shall be sent simultaneously to the International Civil Aviation Organization. This Agreement shall terminate 12 months after receipt by the other Party of the relevant notice, unless such notice is withdrawn before the expiry of the above term by mutual agreement of the Parties.
2. Should the Party fail to acknowledge receipt of the notice of termination, such notice shall be deemed to have been received 14 days after the date ICAO acknowledges receipt thereof.

ARTICLE 16
Multilateral Agreement

Should a multilateral agreement adopted by both Parties with regard to any matter referred to herein become effective, this Agreement shall be adjusted to the provisions of the multilateral agreement.

ARTICLE 17
Registration with ICAO

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

ARTICLE 18
Non-Discrimination

The Parties understand that this Agreement is based on the Principle of Mutual Non-Discrimination, in terms that each Party shall grant to the other Party an equal and non-discriminatory treatment concerning the airlines designated by each Party, particularly in relation to the rights and obligations set forth in this Agreement, including, but not limited to, taxes, tariffs, prices, commercial opportunities, security, use of airports, assignment of slots, or the exercise of the traffic rights agreed in this Agreement.

ARTICLE 19
Computer Reservations Systems (CRS)

1. The Parties agree that CRSs will have integrated primary displays for which:
 - a. information regarding international air services, including the construction of connections on those services, shall be edited and displayed based on non-discriminatory and objective criteria that are not influenced, directly or indirectly, by airline or market identity. Such criteria shall apply uniformly to all participating airlines;
 - b. CRS data bases shall be as comprehensive as possible;
 - c. CRS vendors shall not delete information submitted by participating airlines; such information shall be accurate and transparent; for example, code-shared and change-of-gauge flights and flights with stops should be clearly identified as having those characteristics;
 - d. all CRSs that are available to travel agents who directly distribute information about airline services to the traveling public in either Party's territory shall not only be obligated to, but shall also be entitled to, operate in conformance with the CRS rules that apply in the territory where the CRS is being operated; and

- e. travel agents shall be allowed to use any of the secondary displays available through the CRS provided the travel agent makes a specific request for that display.
- 2. The Party shall require that each CRS vendor operating in its territory allow all airlines willing to pay a non-discriminatory fee to participate in its CRS. The Parties shall require that all distribution facilities that a system vendor provides be offered on a non-discriminatory basis to participating airlines. The Parties shall require that CRS vendors display, on a non-discriminatory, objective, carrier-neutral and market-neutral basis, information about the international air services of participating airlines in all markets in which they wish to sell those services. Upon request, a CRS vendor shall disclose details of its database update and storage procedures, its criteria for editing and ranking information, the weight given to such criteria, and the criteria used for selection of connecting points and inclusion of connecting flights.
- 3. CRS vendors operating in the territory of one Party shall be entitled to bring in, maintain, and make freely available their CRSs to travel agencies or travel companies whose principal business is the distribution of travel-related products in the territory of the other Party provided the CRS complies with these principles.
- 4. Neither Party shall, in its territory, impose or permit to be imposed on the CRS vendors of the other Party more stringent requirements, with respect to access to and use of communication facilities, selection and use of technical CRS hardware and software, and the technical installation of CRS hardware than those imposed on its own CRS vendors.
- 5. Neither Party shall, in its territory, impose or permit to be imposed on the CRS vendors of the other Party more restrictive requirements, with respect to CRS displays (including edit and display parameters), operation, or sale than those imposed on its own CRS vendors.
- 6. CRSs in use in the territory of one Party that comply with these principles and other relevant non-discriminatory regulatory, technical, and security standards shall be entitled to effective and unimpaired access in the territory of the other Party. One aspect of this is that designated airlines shall participate in such a system as fully in its homeland territory as it does in any system offered to travel agents in the territory of the other Party. Owners and/or operators of CRSs of one Party shall have the same opportunity to own and/or operate CRSs that conform to these principles within the territory of the other Party as do owners and/or operators of that Party. Each Party shall ensure that its airlines and its CRS vendors do not discriminate against travel agents in their homeland territory because of their use or possession of a CRS also operated in the territory of the other Party.

ARTICLE 20
Entry into Force

This Agreement shall enter into force 60 days after the date of the last exchange of notes whereby one of the Parties communicates to the other Party, through the diplomatic channels, that all necessary internal procedures have been complied with.

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

DONE AT Aqaba, Jordan, this 4th day of December, 2019, in two identical copies, in English and Spanish languages, each text being equally authentic.



FOR THE GOVERNMENT OF
THE
REPUBLIC OF CHILE

Martin Mackenna
Secretary General
Civil Aeronautics Board



FOR THE GOVERNMENT OF
THE REPUBLIC OF RWANDA

Williams NKURUNZIZA
Ambassador of Rwanda to Turkey

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 048/01 ryo ku wa 26/03/2021 ryemeza burundu Amasezerano ajyanye no Gutwara Abantu n'Ibintu mu Kirere hagati ya Guverinoma ya Repubulika ya Chile na Guverinoma ya Repubulika y'u Rwanda, yashyiriweho umukono i Aqaba muri Yorodaniya, ku wa 4 Ukuboza 2019</p>	<p>Seen to be annexed to Presidential Order n° 048/01 of 26/03/2021 ratifying the Air Transport Agreement between the Government of the Republic of Chile and the Government of the Republic of Rwanda, signed at Aqaba, Jordan, on 4 December 2019</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 048/01 du 26/03/2021 ratifiant l'Accord sur le Transport Aérien entre le Gouvernement de la République du Chili et le Gouvernement de la République du Rwanda, signé à Aqaba, Jordanie, le 4 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° 049/01 RYO KU WA 26/03/2021 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA YA FINLAND NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YASHYIRIWEHO UMUKONO I MONTREAL MURI CANADA, 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° 049/01 OF 26/03/2021 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF FINLAND AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT MONTREAL, CANADA, 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° 049/01 DU 26/03/2021 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE FINLANDE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À MONTRÉAL, CANADA, 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° 049/01 RYO KU WA 26/03/2021 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA YA FINLAND NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YASHYIRIWEHO UMUKONO I MONTREAL MURI CANADA, 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° 007 bis/2021 ryo ku wa 05/02/2021 ryemera kwemeza burundu Amasezerano ajyanye no Gutwara Abantu n'Ibintu mu Kirere, hagati ya Guverinoma ya Repubulika ya Finland na Guverinoma ya Repubulika y'u Rwanda yakorewe i Montreal, muri Canada, ku wa 26 Nzeri 2019;</p>	<p>PRESIDENTIAL ORDER N° 049/01 OF 26/03/2021 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF FINLAND AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT MONTREAL, CANADA, 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° 007 bis/2021 of 05/02/2021 approving the ratification of the Air Services Agreement between Government of the Republic of Finland and the Government of the Republic of Rwanda, done at Montreal, Canada, on 26 September 2019;</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 049/01 DU 26/03/2021 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE FINLANDE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À MONTRÉAL, CANADA, 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° 007 bis/2021 du 05/02/2021 approuvant la ratification de l'Accord sur les Services Aériens entre le Gouvernement de la République de Finlande et le Gouvernement de la République du Rwanda, fait à Montréal, Canada, le 26 septembre 2019;</p>
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<p>Tumaze kubona Amasezerano ajyanye no Gutwara Abantu n'Ibintu mu Kirere hagati ya Guverinoma ya Repubulika ya Finland na Guverinoma ya Repubulika y'u Rwanda, yashyiriweho umukono i Montreal muri Canada, 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 Repubulika ya Finland na Guverinoma ya Repubulika y'u Rwanda, yashyiriweho umukono i Montreal muri Canada, 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</p>	<p>Considering the Air Services Agreement between Government of the Republic of Finland and the Government of the Republic of Rwanda, signed at Montreal, Canada, 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 Government of the Republic of Finland and the Government of the Republic of Rwanda, signed at Montreal, Canada, 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</p>	<p>Considérant l'Accord sur les Services Aériens entre le Gouvernement de la République de Finlande et le Gouvernement de la République du Rwanda, signé à Montréal, Canada, 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 la République de Finlande et le Gouvernement de la République du Rwanda, signé à Montréal, Canada, 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</p>
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<p>gushyira mu bikorwa iri teka.</p> <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>Planning are entrusted with the implementation of this Order.</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>de la Planification Économique sont chargés de l'exécution du présent arrêté.</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:
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(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° 049/01 RYO KU WA 26/03/2021 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA YA FINLAND NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YASHYIRIWEHO UMUKONO I MONTREAL MURI CANADA, KU WA 26 NZERI 2019</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 049/01 OF 26/03/2021 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF FINLAND AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT MONTREAL, CANADA, ON 26 SEPTEMBER 2019</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 049/01 DU 26/03/2021 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE FINLANDE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À MONTRÉAL, CANADA, LE 26 SEPTEMBRE 2019</p>
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AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF FINLAND
AND
THE GOVERNMENT OF
THE REPUBLIC OF RWANDA

The Government of the Republic of Finland and the Government of the Republic of Rwanda (hereinafter referred to as the "Contracting Parties");

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

Desiring to promote their mutual relations in the field of civil aviation and to conclude an agreement for the purpose of establishing air services between and beyond their respective territories;

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

Desiring to facilitate the expansion of international air service opportunities;

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

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

Have agreed as follows:

Article 1 *Definitions*

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

1. "Aeronautical authorities" means, in the case of the Republic of Finland, the Civil Aviation Authority, and in the case of the Republic of Rwanda, the Ministry in charge of Civil Aviation; and any person or body authorised to perform any functions at present exercised by the said aeronautical authorities or similar functions;
2. "Agreement" means this Agreement, its Annex, and any amendments to the Agreement or to the Annex;
3. "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes any amendment that has entered into force under Article 94(a) of the Convention and has been ratified by both Contracting Parties, and any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time effective for both Contracting Parties;
4. "Designated airline" means an airline designated and authorised in accordance with Article 3 of this Agreement;

5. "Price" means any fare, rate or charge for the carriage of passengers (and their baggage) and/or cargo (excluding mail) in air service, including any surface transportation in connection with international air transportation, if applicable, charged by airlines or their agents, and the conditions governing the availability of such fare, rate or charge;

6. "Territory", "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meaning specified in Articles 2 and 96 of the Convention;

7. "User charge" means a charge imposed on airlines for the provision of airport, air navigation or aviation security facilities or services, including related services and facilities; and

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

Article 2 *Grant of Rights*

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

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

2. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of operating international air services on the routes specified in the Annex to this Agreement. Such services and routes are hereinafter called "agreed services" and "specified routes" respectively. While operating an agreed service on a specified route, the airline(s) designated by each Contracting Party shall enjoy, in addition to the rights specified in paragraph 1 of this Article, the right to make stops in the territory of the other Contracting Party at the points specified for that route in the Annex for the purpose of taking up and/or putting down in international traffic passengers, cargo and mail, separately or in combination.

3. Each designated airline may, when operating an agreed service on a specified route, on any or all flights and at its option:

- a. Operate flights in either or both directions;
- b. Combine different flight numbers within one aircraft operation;
- c. Serve behind, intermediate, and beyond points and points in the territories of the Parties on the routes in any combination and in any order;
- d. Omit stops at any point or points;
- e. Transfer traffic from any of its aircraft to any other aircraft at any point on the routes;
- f. Serve points behind any point or points in its territory with or without change of aircraft or flight number and hold out and advertise such services to the public as through services;
- g. Make stopovers at any points whether within or outside the territory of the other Party;
- h. Carry transit traffic through the other Party's territory; and
- i. Combine traffic on the same aircraft regardless of where such traffic originates;

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

4. On any segment or segments of the routes above, any designated airline may perform international air transportation without any limitation as to change, at any point on the route, in type or number of aircraft operated.

5. Nothing in this Agreement shall be deemed to confer on a designated airline of one Contracting Party the right of taking on, in the territory of the other Contracting Party, passengers, cargo and mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

Article 3

Designation and Authorisation

1. Each Contracting Party shall have the right to designate an airline or airlines for the purpose of operating the agreed services and to withdraw or alter such designations. Such designations shall be made in writing to the aeronautical authority of the other Contracting Party.

2. On receipt of such a designation and of applications from the designated airline, in the form and manner prescribed for operating authorisations and technical permissions, the other Contracting Party shall grant the appropriate authorisations and permissions with minimum procedural delay, provided that:

- a) in the case of an airline designated by the Republic of Finland:
 - (i) it is established in the territory of the Republic of Finland under the EU Treaties and has a valid Operating Licence in accordance with European Union law; and
 - (ii) effective regulatory control of the airline is exercised and maintained by the European Union Member State responsible for issuing its Air Operator Certificate and the relevant aeronautical authority is clearly identified in the designation;
- b) in the case of an airline designated by the Republic of Rwanda:
 - (i) it is established in the territory of the Republic of Rwanda and is licensed in accordance with the applicable law of the Republic of Rwanda, and
 - (ii) the Republic of Rwanda has and maintains effective regulatory control of the airline;
- c) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Contracting Party considering the application or applications.

3. When an airline has been so designated and authorised, it may begin to operate the agreed services at any time, provided that the airline complies with all applicable provisions of the Agreement.

Article 4

Revocation of Authorisation

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

- a) in the case of an airline designated by the Republic of Finland:
 - (i) it is not established in the territory of the Republic of Finland under the EU Treaties or does not have a valid Operating Licence in accordance with European Union law; or
 - (ii) effective regulatory control of the airline is not exercised or not maintained by the European Union Member State responsible for issuing its Air Operator Certificate, or the relevant aeronautical authority is not clearly identified in the designation;
- b) in the case of an airline designated by the Republic of Rwanda:
 - (i) it is not established in the territory of the Republic of Rwanda and is not licensed in accordance with the applicable law of the Republic of Rwanda; or
 - (ii) the Republic of Rwanda is not maintaining effective regulatory control of the airline; or
- c) the airline has failed to comply with the laws and regulations referred to in Article 5 of this Agreement.

2. Unless immediate revocation, suspension, or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further infringements of laws and/or regulations, such right shall be exercised only after consultations with the aeronautical authorities of the other Contracting Party. Such consultations shall begin within a period of fifteen (15) days from the date of a request for consultations or as otherwise agreed between the Contracting Parties.

Article 5

Application of Laws and Regulations

1. The laws and regulations of one Contracting Party governing entry into or departure from its territory of aircraft engaged in international air services or to the operation and navigation of such aircraft while within the said territory shall apply to the designated airline(s) of the other Contracting Party.

2. The laws and regulations of one Contracting Party governing entry to, stay in or departure from its territory of passengers, crew, cargo or mail, such as formalities regarding entry, exit, emigration and immigration, customs, health and quarantine shall apply to passengers, crew, cargo and mail carried by the aircraft of the designated airline(s) of the other Contracting Party, while they are within the said territory.

3. Passengers, baggage and cargo in direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such purposes shall, except in respect

of security measures against acts of violence, smuggling of narcotics and air piracy, be subject to no more than a simplified control.

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

Article 6

Exemption from Taxes, Customs Duties and other Charges

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

2. There shall also be exempt from the taxes, duties, fees and charges referred to in paragraph 1 of this Article, with the exception of charges based on the cost of the service provided:

a) aircraft stores taken on board in the territory of one Contracting Party, within reasonable limits, for use on an outbound aircraft engaged in an international air service of a designated airline of the other Contracting Party;

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

c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of one Contracting Party for use in an international air service of a designated airline of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the first mentioned Contracting Party, in which territory they are taken on board.

d) airline documents, such as tickets and air waybills, as well as publicity and promotional material within reasonable limits, intended for use by a designated airline of one Contracting Party and introduced into the territory of the other Contracting Party.

3. Materials referred to in paragraph 2 of this Article may be required to be kept under customs supervision or control.

4. The regular airborne equipment, as well as the materials, supplies and spare parts normally retained on board aircraft operated by a designated airline of one Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that Contracting Party. In such case, they may be placed under the

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

5. Baggage and cargo in direct transit across the territory of a Contracting Party shall be exempt from taxes, customs duties, fees and other similar charges not based on the cost of services on arrival or departure.

6. The exemptions provided by this Article shall also be available where the designated airlines of one Contracting Party have contracted with another airline, which similarly enjoys such exemptions from the other Contracting Party, for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraphs 1 and 2 of this Article.

Article 7

Capacity provisions

1. Each Contracting Party shall allow a fair and equal opportunity for the designated airlines of both Contracting Parties to compete in providing and selling the international air services covered by this Agreement.

2. Each Contracting Party shall allow each designated airline to determine the frequency and capacity of the international air services it offers based upon commercial considerations in the marketplace.

3. Neither Contracting Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by a designated airline of the other Contracting Party, except as may be required for customs, technical, operational, or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

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

5. Each Contracting Party may require the filing of traffic programmes and individual flights or operational plans by the designated airlines of the other Contracting Party. The administrative burden of filing requirements shall be minimized and all filings shall be dealt with promptly by the respective aeronautical authorities.

Article 8

Pricing

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

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

2. Prices for international air transportation between the territories of the Contracting Parties shall not be required to be filed. Neither Contracting Party shall require the notification or filing by a designated airline of the other Contracting Party of prices charged by charterers to the public, except as may be required on a non-discriminatory basis for information purposes. Notwithstanding the foregoing, the designated airlines of the Contracting Parties shall provide access, on request, to information on existing and proposed prices to the aeronautical authorities of the Contracting Parties in a manner and format acceptable to those aeronautical authorities for the purposes of this Article.

3. Except as otherwise provided in this Article, neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged or charged by a designated airline of either Contracting Party for international air transportation.

4. If a Contracting Party believes that a price proposed to be charged by a designated airline of the other Contracting Party for international air transportation is inconsistent with considerations set forth in paragraph 1 of this Article, it shall request consultations and notify the other Contracting Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than thirty (30) days after receipt of the request, and the Contracting Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the Contracting Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each Contracting Party shall use its best efforts to put that agreement into effect. Without such mutual agreement to the contrary, the previously existing price shall continue in effect.

Article 9

Airline Representation and Sales

1. The designated airlines of each Contracting Party shall have the right to freely establish and maintain in the territory of the other Contracting Party, within the scope of the laws and regulations in force therein, such offices and facilities, as well as administrative, commercial, technical, operational, and other specialist personnel as may be necessary for the requirements of the designated airline concerned.

2. Airlines of the two Parties shall not be required to retain a local sponsor.
3. The designated airlines of the Contracting Parties shall be free to sell air transport and related services on their own transportation documents in the territories of both Contracting Parties either directly or, at the airline's discretion, through an agent, other intermediaries appointed by the airline, or through the internet or any other available channel. The sales are allowed in local currency or in any freely convertible other currency. Each Contracting Party shall refrain from restricting the right of a designated airline of the other Contracting Party to sell, and of any person to purchase such transportation.
4. The designated airlines of each Contracting Party shall be permitted to pay for local expenses, including, but not limited to, purchases of fuel, in the territory of the other Contracting Party in local currency. At their discretion, the designated airlines of each Contracting Party may pay for such expenses in the territory of the other Contracting Party in freely convertible currencies at the market rate of exchange.
5. Each Contracting Party shall grant to the designated airlines of the other Contracting Party the right to convert into freely convertible currencies and remit at any time, in any way, to the country of its choice, on demand, local revenues in excess of sums locally disbursed. Such transfers shall be permitted on the date the airline makes the initial application for remittance, at the rate of exchange applicable to current transactions in effect at the time when the revenues are presented for conversion and remittance, and shall not, with the exception of normal banking charges and procedures, be subject to any charge, limitation or delay.

Article 10

Ground handling

Each designated airline shall have the right to provide their own ground handling services in the territory of the other Contracting Party or otherwise to contract these services out, in full or in part, at its option, with any of the suppliers authorized for the provision of such services. Where or as long as the laws and regulations applicable to ground handling in the territory of one Contracting Party prevent or limit either the freedom to contract these services out or self-handling, each designated airline shall be treated on a non-discriminatory basis as regards their access to self-handling and ground handling services provided by a supplier or suppliers.

Article 11

User Charges

1. User charges that may be imposed by the competent charging authorities or bodies of each Contracting Party on the designated airlines of the other Contracting Party shall be just, reasonable, not unjustly discriminatory, and equitably apportioned among categories of users. In any event, any such user charges shall be assessed on the designated airlines of the other Contracting Party on terms not less favourable than the most favourable terms available to any other airline at the time the charges are assessed.
2. User charges imposed on the designated airlines of the other Contracting Party may reflect, but shall not exceed, the full cost to the competent charging authorities or bodies of providing the appropriate airport, airport environmental, air navigation and aviation security

facilities and services at the airport or within the airport system. Such full cost may include a reasonable return on assets after depreciation. Facilities and services for which charges are made shall be provided on an efficient and economic basis.

3. Each Contracting Party shall encourage consultations between the competent charging authorities or bodies in its territory and the airlines using the services and facilities, and shall encourage the competent charging authorities or bodies and the airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles of paragraphs 1 and 2 of this Article. Each Contracting Party shall encourage the competent charging authorities to provide users with reasonable notice of any proposal for changes in user charges to enable users to express their views before changes are made.

4. Neither Contracting Party shall be held, in dispute resolution procedures pursuant to Article 16 of this Agreement, to be in breach of a provision of this Article, unless (i) it fails to undertake a review of the charge or practice that is the subject of complaint by the other Contracting Party within a reasonable amount of time; or (ii) following such a review it fails to take all steps within its power to remedy any charge or practice that is inconsistent with this Article.

Article 12 *Flight Safety*

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

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

3. Pursuant to Article 16 of the Convention, it is further agreed that any aircraft operated by or on behalf of an airline of one Contracting Party on service to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be the subject of a search by the authorised representatives of the other Contracting Party, provided that this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of this search is to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the standards established at that time pursuant to the Convention.

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

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

6. With reference to paragraph 2 above, if it is determined that a Contracting Party remains in non-compliance with the standards established at that time pursuant to the Convention when the agreed time period has lapsed, the Secretary General of the International Civil Aviation Organization should be advised thereof. The latter should also be advised of the subsequent satisfactory resolution of the situation.

7. Where one Contracting Party has designated an airline whose regulatory control is exercised and maintained by a third State, the rights of the other Contracting Party under this Article shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that third State and in respect of the operating authorisation of that airline.

Article 13

Aviation Security

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, and the Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991, as well as with any other agreement relating to the security of civil aviation which both Parties adhere to.

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

3. The Contracting Parties shall, as a minimum, act in conformity with the aviation security provisions and technical requirements established by the International Civil Aviation Organization and designated as Annexes to the Convention, to the extent that such security provisions and requirements are applicable to the Contracting Parties. They shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory or are established in the territory of the Republic of Finland under the EU Treaties and have received an operating licence in accordance with European Union law, and the operators of airports in their territory, act in conformity with such aviation security provisions.

4. Each Contracting Party agrees that such operators of aircraft shall be required to observe the aviation security provisions and requirements referred to in paragraph 3 above as required by the other Contracting Party for entry into, departure from, or while within the territory of that other Contracting Party. For entry into, departure from, or while within the territory of the Republic of Finland, operators of aircraft shall be required to observe aviation security provisions in conformity with European Union law. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

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

6. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorisation and technical permissions of an airline or airlines designated by that Contracting Party. When required by an emergency, a Contracting Party may take interim action prior to the expiry of fifteen (15) days. Any action taken in accordance with this paragraph shall be discontinued upon compliance by the other Contracting Party with the security provisions of this Article.

Article 14

Intermodal Services

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

Article 15

Fair competition

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

Article 16

Consultations and Settlement of Disputes

1. In a spirit of close co-operation, the aeronautical authorities of either Contracting Party may at any time request consultations related to the implementation, interpretation, application and satisfactory compliance with the provisions of this Agreement. Such consultations shall begin within a period of sixty (60) days from the date of the receipt of such a request, unless otherwise agreed between the aeronautical authorities.
2. Any dispute which cannot be resolved by consultations may, at the request of either Contracting Party, be submitted to a mediator or a dispute settlement panel. Such a mediator or panel may be used for mediation, determination of the substance of the dispute or to recommend a remedy or resolution of the dispute.
3. The Contracting Parties shall agree in advance on the terms of reference of the mediator or of the panel, the guiding principles or criteria and the terms of access to the mediator or the panel. They shall also consider, if necessary, providing for an interim relief and the possibility for the participation of any Party that may be directly affected by the dispute, bearing in mind the objective and need for a simple, responsive and expeditious process.
4. A mediator or the members of a panel may be appointed from a roster of suitably qualified aviation experts maintained by the International Civil Aviation Organization (ICAO). The selection of the expert or experts shall be completed within fifteen (15) days of receipt of the request for submission to a mediator or to a panel. If the Contracting Parties fail to agree on the selection of an expert or experts, the selection may be referred to the President of the Council of ICAO. Any expert used for this mechanism should be adequately qualified in the general subject of the dispute.
5. A mediation should be completed within sixty (60) days of engagement of the mediator or the panel, and any determination including, if applicable, any recommendation, should be rendered within sixty (60) days of engagement of the expert or experts. The Contracting Parties may agree in advance that the mediator or the panel may grant interim relief to the complainant, if requested, in which case a determination shall be made initially.
6. The Contracting Parties shall cooperate in good faith to advance the mediation and to implement the decision or determination of the mediator or the panel, unless they otherwise agree in advance to be bound by decision or determination. If the Contracting Parties agree in advance to request only a determination of the facts, they shall use those facts for resolution of the dispute.

7. The costs of this mechanism shall be estimated upon initiation and apportioned equally, but with the possibility of re-apportionment under the final decision.
8. The mechanism is without prejudice to the continuing use of the consultation process, the subsequent use of arbitration, or termination of the Agreement under Article 19.

Article 17 *Amendments*

1. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, it may request consultations with the other Contracting Party. Such consultations shall begin within a period of sixty (60) days from the date of the request, unless both Contracting Parties agree to an extension of this period. Any modification agreed in such consultations shall be approved by each Contracting Party in accordance with its legal procedures and shall enter into force on the first day of the second month after the Contracting Parties have notified each other through diplomatic channels that these procedures have been complied with.
2. Notwithstanding the provisions of paragraph 1 of this Article, amendments relating only to the Annex may be agreed upon between the aeronautical authorities of the Contracting Parties and shall become effective as agreed between them subject to the national laws and regulations of the Contracting Parties.

Article 18 *Multilateral Conventions*

If any multilateral convention concerning air transportation enters into force in respect of both Contracting Parties, the provisions of such convention shall prevail. Consultations in accordance with Article 16 of this Agreement may be held with a view to determining the extent to which this Agreement is affected by the provisions of the said multilateral convention.

Article 19 *Termination*

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

Article 20
Registration with ICAO

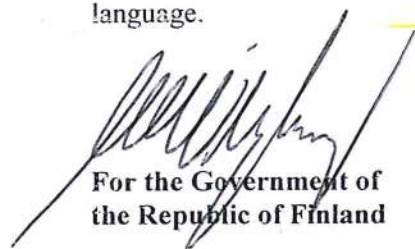
This Agreement and any amendment thereto shall be registered with the International Civil Aviation Organization.

Article 21
Entry into force

This Agreement shall enter into force on the first day of the second month after the Contracting Parties have notified each other through diplomatic channels that the procedures necessary for the entry into force of this Agreement have been completed.

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

Done at Montreal, Canada on 26 September, 2019 in two original copies in the English language.



**For the Government of
the Republic of Finland**

Mr. Mikael NYBERG
Senior Ministerial Adviser
Ministry of Transport and Communications



**For the Government of
the Republic of Rwanda**

Ambassador Claver GATETE
Minister of Infrastructure

ANNEX

to the Air Services Agreement between the Government of the Republic of Finland and the Government of the Republic of Rwanda

1. Routes which may be operated by the designated airlines of the Republic of Rwanda, in both directions:

<u>Points of origin</u>	<u>Intermediate points</u>	<u>Points of destination</u>	<u>Points beyond</u>
Any points in the Republic of Rwanda	Any points	Any points in the Republic of Finland	Any points

The designated airline(s) of the Republic of Rwanda may, at any given time, exercise fifth freedom traffic rights to intermediate points and/or to beyond points. Such intermediate and beyond points may be freely chosen and altered by the airlines of the Republic of Rwanda.

2. Routes which may be operated by the designated airlines of the Republic of Finland, in both directions:

<u>Points of origin</u>	<u>Intermediate points</u>	<u>Points of destination</u>	<u>Points beyond</u>
Any points in the Republic of Finland	Any points	Any points in the Republic of Rwanda	Any points

The designated airline(s) of the Republic of Finland may, at any given time, exercise fifth freedom traffic rights to intermediate points and/or to beyond points. Such intermediate and beyond points may be freely chosen and altered by the airlines of the Republic of Finland.

3. Any designated airline of one Contracting Party may, subject to the laws and regulations of the Contracting Party designating it, enter into co-operative marketing arrangements such as blocked-space or code sharing arrangements, with:

(a) An airline or airlines established in the territory of either Contracting Party, or

(b) An airline or airlines of a third Party. Should such third Party not authorise or allow comparable arrangements between the designated airlines of the other Contracting Party and other airlines on services to, from and via such third country, the Contracting Parties have the right not to accept such arrangements.

The above provisions are, however, subject to the condition that:

(a) operating airlines in such arrangements hold the appropriate traffic rights, and

(b) all the airlines meet the requirements applied to such arrangements regarding information to customers and filing procedures.

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 049/01 ryo ku wa 26/03/2021 ryemeza burundu Amasezerano ajyanye no Gutwara Abantu n'Ibintu mu Kirere hagati ya Guverinoma ya Repubulika ya Finland na Guverinoma ya Repubulika y'u Rwanda, yashyiriweho umukono i Montreal muri Canada, ku wa 26 Nzeri 2019</p>	<p>Seen to be annexed to Presidential Order n° 049/01 of 26/03/2021 ratifying the Air Services Agreement between Government of the Republic of Finland and the Government of the Republic of Rwanda, signed at Montreal, Canada, on 26 September 2019</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 049/01 du 26/03/2021 ratifiant l'Accord sur les Services Aériens entre le Gouvernement de la République de Finlande et le Gouvernement de la République du Rwanda, signé à Montréal, Canada, 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° 050/01 RYO KU WA 26/03/2021 RISHYIRAHU UMUYOBOZI MUKURU</p> <p><u>ISHAKIRO</u></p> <p><u>Ingingo ya mbere:</u> Ishyirwaho</p> <p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p><u>Ingingo ya 3:</u> Ivanwaho ry'ingingo zinyuranyije n'iri teka</p> <p><u>Ingingo ya 4:</u> Igihe iri teka ritangirira gukurikizwa</p>	<p>PRESIDENTIAL ORDER N° 050/01 OF 26/03/2021 APPOINTING A VICE CHANCELLOR</p> <p><u>TABLE OF CONTENTS</u></p> <p><u>Article One:</u> Appointment</p> <p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p><u>Article 3:</u> Repealing provision</p> <p><u>Article 4:</u> Commencement</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 050/01 DU 26/03/2021 PORTANT NOMINATION D'UN VICE CHANCELIER</p> <p><u>TABLE DES MATIÈRES</u></p> <p><u>Article premier:</u> Nomination</p> <p><u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté</p> <p><u>Article 3:</u> Disposition abrogatoire</p> <p><u>Article 4:</u> Entrée en vigueur</p>
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<p>ITEKA RYA PEREZIDA N° 050/01 RYO KU WA 26/03/2021 RISHYIRAHU UMUYOBOZI MUKURU</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavugururwe mu 2015, cyane cyane mu ngingo zaryo, iya 86, iya 112, iya 120, iya 122 n'ya 176;</p> <p>Dushingiye ku Itegeko n° 017/2020 ryo ku wa 07/10/2020 rishyiraho sitati rusange igenga abakozi ba Leta, cyane cyane mu ngingo yaryo ya 8;</p> <p>Inama y'Abaminisitiri yateranye ku wa 02/02/2021 imaze kubisuzuma no kubyemeza;</p> <p>Bimaze kwemezwa na Sena, mu nama yayo y'inteko rusange yo ku wa 10/02/2021;</p> <p>TWATEGETSE KANDI DUTEGETSE:</p>	<p>PRESIDENTIAL ORDER N° 050/01 OF 26/03/2021 APPOINTING A VICE CHANCELLOR</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 86, 112, 120, 122 and 176;</p> <p>Pursuant to Law n° 017/2020 of 07/10/2020 establishing the general statute governing public servants, especially in Article 8;</p> <p>After consideration and approval by the Cabinet, in its meeting of 02/02/2021;</p> <p>After approval by the Senate, in its plenary sitting of 10/02/2021;</p> <p>HAVE ORDERED AND ORDER:</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 050/01 DU 26/03/2021 PORTANT NOMINATION D'UN VICE CHANCELIER</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 86, 112, 120, 122 et 176;</p> <p>Vu la Loi n° 017/2020 du 07/10/2020 portant statut général régissant les agents de l'État, spécialement en son article 8;</p> <p>Après examen et adoption par le Conseil des Ministres, en sa séance du 02/02/2021;</p> <p>Après adoption par le Sénat, en sa séance plénière du 10/02/2021;</p> <p>AVONS ARRÊTÉ ET ARRÊTONS:</p>
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<p><u>Ingingo ya mbere: Ishyirwaho</u></p> <p>Prof. LYAMBABAJE Alexandre agizwe Umuyobozi Mukuru wa Kaminuza y'u Rwanda (UR).</p> <p><u>Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka</u></p> <p>Minisitiri w'Intebe, Minisitiri w'Abakozi ba Leta n'Umurimo na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.</p> <p><u>Ingingo ya 3: Ivanwaho ry'ingingo zinyuranyije n'iri teka</u></p> <p>Ingingo zose z'amateka abanziriza iri kandi zinyuranyije na ryo zivanyweho.</p> <p><u>Ingingo ya 4: Igihe iri teka ritangirira gukurikizwa</u></p> <p>Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda. Agaciro karyo gahera ku wa 02/02/2021.</p>	<p><u>Article One: Appointment</u></p> <p>Prof. LYAMBABAJE Alexandre is appointed the Vice Chancellor of the University of Rwanda (UR).</p> <p><u>Article 2: Authorities responsible for the implementation of this Order</u></p> <p>The Prime Minister, the Minister of Public Service and Labour and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.</p> <p><u>Article 3: Repealing provision</u></p> <p>All prior provisions contrary to this Order are repealed.</p> <p><u>Article 4: Commencement</u></p> <p>This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda. It takes effect from 02/02/2021.</p>	<p><u>Article premier: Nomination</u></p> <p>Prof. LYAMBABAJE Alexandre est nommé le Vice Chancelier de l'Université du Rwanda (UR).</p> <p><u>Article 2: Autorités chargées de l'exécution du présent arrêté</u></p> <p>Le Premier Ministre, le Ministre de la Fonction Publique et du Travail et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.</p> <p><u>Article 3: Disposition abrogatoire</u></p> <p>Toutes les dispositions antérieures contraires au présent arrêté sont abrogées.</p> <p><u>Article 4: 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. Il sort ses effets à partir du 02/02/2021.</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