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<p>Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavugururwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 122, iya 167, iya 168 n'iya 176;</p> <p>Imaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Koreya ajyanye no gutwara abantu n'ibintu mu kirere hagati y'imbibi z'ibyo bihugu no hanze yazo, yashyiriweho umukono i Kigali, ku wa 27 Ugushyingo 2020;</p> <p>YEMEJE:</p> <p><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</p> <p>Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Koreya ajyanye no gutwara abantu n'ibintu mu kirere hagati y'imbibi z'ibyo bihugu no hanze yazo, yashyiriweho umukono i Kigali, ku wa 27 Ugushyingo 2020, ari ku mugereka, yemerewe kwemezwa burundu.</p>	<p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 122, 167, 168 and 176;</p> <p>After consideration of the Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Korea for Air Services between and beyond their respective territories, signed at Kigali, on 27 November 2020;</p> <p>ADOPTS:</p> <p><u>Article One:</u> Approval for ratification</p> <p>The Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Korea for Air Services between and beyond their respective territories, signed at Kigali, on 27 November 2020, in annex, is approved for ratification.</p>	<p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 122, 167, 168 et 176 ;</p> <p>Après examen de l'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Corée pour les services aériens entre et au-delà de leurs territoires respectifs, signé à Kigali, le 27 novembre 2020;</p> <p>ADOpte :</p> <p><u>Article premier :</u> Approbation pour ratification</p> <p>L'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Corée pour les services aériens entre et au-delà de leurs territoires respectifs, signé à Kigali, le 27 novembre 2020, en annexe, est approuvé pour ratification.</p>
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<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><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p> <p>Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y’u Rwanda.</p>	<p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p> <p>This Law was drafted in English, considered and adopted in Ikinyarwanda.</p> <p><u>Article 3:</u> Commencement</p> <p>This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p><u>Article 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> <p><u>Article 3:</u> Entrée en vigueur</p> <p>La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
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Kigali, 21/03/2022

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

<p>UMUGEREKA W'ITEGEKO N° 011/2022 RYO KU WA 21/03/2022 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA KOREYA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI Y'IMBIBI Z'IBYO BIHUGU NO HANZE YAZO, YASHYIRIWEHO UMUKONO I KIGALI, KU WA 27 UGUSHYINGO 2020</p>	<p>ANNEX TO LAW N° 011/2022 OF 21/03/2022 APPROVING THE RATIFICATION OF THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF KOREA FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES, SIGNED AT KIGALI, ON 27 NOVEMBER 2020</p>	<p>ANNEXE À LA LOI N° 011/2022 DU 21/03/2022 APPROUVANT LA RATIFICATION DE L'ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE CORÉE POUR LES SERVICES AÉRIENS ENTRE ET AU-DELÀ DE LEURS TERRITOIRES RESPECTIFS, SIGNÉ À KIGALI, LE 27 NOVEMBRE 2020</p>
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**AGREEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF RWANDA
AND THE GOVERNMENT OF THE REPUBLIC OF KOREA
FOR AIR SERVICES BETWEEN AND
BEYOND THEIR RESPECTIVE TERRITORIES**

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

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and

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

Have agreed as follows:

ARTICLE 1

DEFINITIONS

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

- (a) the term "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any annex adopted under Article 90 of that Convention and any amendment of the annexes or Convention under Articles 90 and 94 thereof, in so far as these annexes and amendments have become effective for both Contracting Parties;
- (b) the term "aeronautical authorities" means, in the case of the Republic of Rwanda, the Ministry in charge of civil aviation, and, in the case of the Republic of Korea, the Ministry of Land, Infrastructure and Transport, or in both cases any other person or body authorized to perform the functions exercised at present by the said authorities;
- (c) the term "designated airline" means any airline which has been designated and authorized in accordance with Article 3 of this Agreement;
- (d) the term "territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;
- (e) the terms "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;

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

(g) the term "capacity" in relation to an agreed service means the capacity of the aircraft used on such service multiplied by the frequency operated by such aircraft over a given period and route or section of a route;

(h) the term "carriage of traffic" means the carriage of passengers, cargo and mail;

(i) the term "agreed services" means international scheduled air services on the routes specified in the Annex to this Agreement for the transport of passengers, cargo and mail separately or in combination for remuneration or hire;

(j) the term "specified routes" means routes specified in a Route Schedule in the Annex to this Agreement;

(k) the term "tariff" means the prices to be paid for the carriage of passengers and baggage and/or cargo, and the conditions under which those prices apply, including prices and conditions for other services performed by the carrier in connection with air transportation, and including remuneration and conditions offered to agencies, but excluding remuneration and conditions for the carriage of mail;

(l) the term "user charge" means a charge made to airlines by the competent authorities, or permitted by them to be made, for the provision of airport property or facilities or of air navigation facilities, or aviation security facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo;

(m) the term "Agreement" means this Agreement, the Annex to the Agreement, and any amendments hereto; and

(n) the term "Annex" means the Annex to this Agreement or as amended in accordance with the provisions of Article 19 of this Agreement. The Annex shall form an integral part of this Agreement, and all references to the Agreement shall include references to the Annex except where otherwise explicitly provided.

ARTICLE 2

GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement to enable its designated airlines to establish and operate scheduled international air services on the specified routes (hereinafter referred to as the "agreed services").
2. Subject to the provisions of this Agreement, the designated airlines of each Contracting Party shall enjoy, while operating the agreed services on the specified routes, the following rights:
 - (a) to fly without landing across the territory of the other Contracting Party;
 - (b) to make stops in the territory of the other Contracting Party for non-traffic purposes; and
 - (c) to take up and put down passengers, cargo and mail at any point on the specified routes, subject to the provisions contained in the Annex.
3. Nothing in paragraph 2 of this Article shall be deemed to confer on the designated airlines of one Contracting Party the right of taking up, in the territory of the other Contracting Party, passengers, baggage, cargo or mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

ARTICLE 3

DESIGNATION AND AUTHORIZATION

1. Each Contracting Party shall have the right to designate in writing through diplomatic channels to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the specified routes.
2. On receipt of such designation, the aeronautical authorities of the other Contracting Party shall grant without delay to the designated airline the appropriate operating authorizations, provided that:
 - (a) substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline, nationals of that Contracting Party, or both;
 - (b) the Contracting Party designating the airline is in compliance with the provisions set

forth in Article 17 and Article 18 of this Agreement; and

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

3. The airlines designated and authorized in accordance with the provisions of paragraphs 1 and 2 of this Article may begin to operate the agreed services, provided that the airlines comply with the applicable provisions of this Agreement.

ARTICLE 4

REVOCATION AND SUSPENSION OF RIGHTS

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

ARTICLE 5
CUSTOMS DUTIES AND OTHER SIMILAR CHARGES

1. Aircraft operating on international air services by the designated airlines of the Contracting Parties, as well as their regular equipment, spare parts, supplies of fuel and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt, on the basis of reciprocity, from all customs duties, inspection fees and other similar charges on arriving in the territory of the other Contracting Party in accordance with the provisions of the laws and regulations in force of each Contracting Party, provided that such equipment and supplies remain on board the aircraft up to such time as they are re-exported.
2. There shall also be exempt, on the basis of reciprocity, from the same duties, fees and charges, in accordance with the provisions of the laws and regulations in force of each Contracting Party, with the exception of charges corresponding to the services performed:
 - (a) aircraft stores taken on board in the territory of either Contracting Party, within the limits fixed by the competent authorities of the said Contracting Party, and for use on board aircraft engaged in the agreed services of the other Contracting Party;
 - (b) spare parts, including engines, brought into the territory of either Contracting Party for the maintenance or repair of aircraft used on the agreed services by the designated airlines of the other Contracting Party;
 - (c) fuel, lubricants and consumable technical supplies destined to supply aircraft operated on the agreed services by the designated airlines of the other Contracting Party, even when those supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board; and
 - (d) printed ticket stock, air waybills, any printed material which bears the insignia of the company printed thereon and the usual publicity material distributed free of charge by the designated airlines.

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

3. The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that other 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.
4. Passengers, baggage and cargo in direct transit through the territory of either Contracting Party and not leaving the airport area reserved for such purposes shall be subject to no more than a simplified control, except for reasons of aviation security, narcotics control, prevention of illegal entry or in other special circumstances. Such baggage and cargo shall be exempt from customs duties and other similar taxes.

ARTICLE 6

APPLICABILITY OF LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party governing entry into or departure from its territory of an aircraft engaged in international air navigation or flights of such aircraft over that territory shall be applied to the aircraft of the designated airlines of the other Contracting Party and shall be complied with by such aircraft upon entering into or departing from and while within the territory of the first Contracting Party.
2. The laws and regulations of one Contracting Party governing entry into, stay in, transit through or departure from its territory of passengers, crew, cargo and mail, such as those concerning the formalities of entry and exit, and of emigration and immigration, and customs, currency, medical and quarantine measures, shall be applied to the passengers, crew, cargo and mail carried by the aircraft of the designated airlines of the other Contracting Party while within the territory of the first Contracting Party.
3. 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 laws and regulations.

ARTICLE 7
RECOGNITION OF CERTIFICATES AND LICENSES

1. Certificates of airworthiness, certificates of competency and licenses issued, or rendered valid, by either Contracting Party shall, during the period of their validity, be recognized as valid by the other Contracting Party.
2. If the privileges or conditions of the licenses or certificates referred to in paragraph 1 of this Article, issued by one Contracting Party, permit a difference from the standards established under the Convention and which difference was notified to the International Civil Aviation Organization, the other Contracting Party may request consultations between the aeronautical authorities.
3. Each Contracting Party reserves the right, however, not to recognize as valid, for the purpose of flights over its own territory, certificates of competency and licenses granted to its own nationals or rendered valid for them by the other Contracting Party or by any other State.

ARTICLE 8
CAPACITY REGULATIONS

1. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes.
2. The total capacity to be provided on the agreed services by the designated airlines of the Contracting Parties shall be agreed between the aeronautical authorities of the Contracting Parties.
3. In operating the agreed services, the designated airlines of each Contracting Party shall take into account the interests of the designated airlines of the other Contracting Party so as not to affect unduly the services which the latter provide on all or part of the same routes.
4. On any specified routes, the capacity provided by the designated airlines of one Contracting Party together with the capacity provided by the designated airlines of the other Contracting

Party shall be maintained in reasonable relationship to the requirements of the public for air transport on that route.

5. The agreed services provided by the designated airlines of each Contracting Party shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to the current and foreseeable traffic demands to and from the territory of the Contracting Party designating the airlines. The carriage of traffic embarked or disembarked in the territory of the other Contracting Party to and from points on the specified routes in the territories of States other than that designating the airlines shall be of supplementary character. The right of such airlines to carry traffic between points on the specified routes located in the territory of the other Contracting Party and points in third States shall be exercised in the interests of the orderly development of international air transport in such a way that the capacity is related to:
 - (a) the traffic demand to and from the territory of the Contracting Party designating the airlines;
 - (b) the traffic demand existing in the areas through which the agreed services pass, taking account of local and regional air services; and
 - (c) the requirements of through airline operations.

ARTICLE 9

APPROVAL OF SCHEDULES

The designated airlines of each Contracting Party shall submit their envisaged flight schedules for approval to the aeronautical authorities of the other Contracting Party at least sixty (60) days prior to the introduction of the agreed services on the specified routes. Any modification to such schedules shall also be submitted to the aeronautical authorities of the other Contracting Party for approval at least thirty (30) days in advance. In special cases this time limit may be reduced, subject to the consent of the said authorities.

ARTICLE 10

USER CHARGES

1. Each Contracting Party shall use its best efforts to ensure that the user charges imposed or

permitted to be imposed by its competent charging bodies on the designated airlines of the other Contracting Party for the use of airports and other aviation facilities are just and reasonable. These charges shall be based on sound economic principles and shall not be higher than those paid by its own airlines operating similar international air services.

2. Each Contracting Party shall encourage consultations on user charges between its competent charging bodies and the designated airlines using the services and facilities provided by those charging authorities. Reasonable notice shall be given to such users of any proposal for changes in user charges together with relevant supporting information and data, to enable them to express their views before the charges are revised. Each Contracting Party shall also encourage its competent charging authorities and such users to exchange appropriate information concerning user charges.

ARTICLE 11

TARIFFS

1. Each Contracting Party shall allow tariffs for air transportation to be established by each designated airline based upon commercial considerations in the marketplace. Intervention by the Contracting Parties shall be limited to:
 - (a) prevention of unreasonably discriminatory tariffs or practices;
 - (b) protection of consumers from tariffs that are unreasonably high or restrictive due to the abuse of a dominant position; and
 - (c) protection of airlines from tariffs that are artificially low due to direct or indirect governmental subsidy or support.
2. Each Contracting Party may require, on a non-discriminatory basis, notification to or filing with its aeronautical authorities of tariffs to be charged to or from its territory by the designated airlines of the other Contracting Party. Notification or filing by the designated airlines of both Contracting Parties may be required at least thirty (30) days before the proposed date of effectiveness. In individual cases, notification or filing may be permitted on shorter notice than normally required.
3. Neither Contracting Party shall take unilateral action to prevent the inauguration or

continuation of a tariff proposed to be charged or charged by (a) an airline of either Contracting Party for international air transportation between the territories of the Contracting Parties, or (b) an airline of one Contracting Party for international air transportation between the territory of the other Contracting Party and the territory of any other State, including in both cases transportation on an interline and intraline basis. If either Contracting Party believes that any such tariff is inconsistent with the considerations set forth in paragraph 1 of this Article, it shall request 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 the information necessary for a reasoned resolution of the issue. If the Contracting Parties reach agreement with respect to a tariff for which a notice of dissatisfaction has been given, each Contracting Party shall use its best efforts to put that agreement into effect. Without such mutual agreement, the tariff shall go into effect or continue in effect.

ARTICLE 12

COMMERCIAL ACTIVITIES

1. The designated airlines of each Contracting Party shall have the right to establish in the territory of the other Contracting Party offices for the purpose of the promotion of air transport and the sale of air transport as well as other ancillary products and facilities required for the provision of air transport.
2. The designated airlines of each Contracting Party shall be entitled to bring into and maintain in the territory of the other Contracting Party those of their own managerial, commercial, operational, sales, technical and other personnel and representatives as they may require in connection with the provision of air transport.
3. Such representatives and staff requirements mentioned in paragraph 2 of this Article may, at the option of a designated airline, be satisfied by its own personnel of any nationality or by using the services of any other airline, organization or company operating in the territory of the other Contracting Party and authorized to perform such services in the territory of

such other Contracting Party.

4. The designated airlines of each Contracting Party shall, either directly or at their discretion through agents, have the right to engage in the sale of air transport and its ancillary products and facilities in the territory of the other Contracting Party. For this purpose, the designated airlines shall have the right to use their own transport documents. The designated airlines of each Contracting Party shall have the right to sell, and any person shall be free to purchase, such transport and their ancillary products and facilities in local currency or in any other freely convertible currency.
5. The designated airlines of one Contracting Party shall have the right to pay for local expenses in the territory of the other Contracting Party in local currency or, provided that this is in accordance with the laws and regulations in force, in any freely convertible currencies.
6. Each Contracting Party shall apply the Code of Conduct formulated by the International Civil Aviation Organization for the regulation and operation of computer reservation systems within its territory, consistent with other applicable regulations and obligations concerning computer reservation systems.
7. The designated airlines shall have the right, on the basis of reciprocity, to perform their own ground handling in the territory of the other Contracting Party and, at their option, to have ground handling services provided in whole or in part by any agent authorized by the competent authorities of the other Contracting Party to provide such services.
8. The designated airlines of one Contracting Party may also be permitted to provide ground handling services for other airlines serving the same airport in the territory of the other Contracting Party.
9. The exercise of the rights set forth in paragraphs 7 and 8 of this Article shall be subject only to physical or operational constraints resulting from considerations of airport safety or security. Any constraints shall be applied uniformly and on terms no less favorable than the most favorable terms available to any airline engaged in similar international air services

at the time the constraints are imposed.

10. All the above activities shall be carried out in accordance with the applicable laws and regulations in force in the territory of the other Contracting Party.

ARTICLE 13

TRANSFER OF REVENUES

1. Each Contracting Party shall grant to the designated airlines of the other Contracting Party the right of the free transfer of the excess of receipts over expenditures earned by the airlines in the territory of the first Contracting Party in connection with the carriage of passengers, mail and cargo, in any freely convertible currencies in accordance with the foreign exchange regulations in force.
2. Where a special agreement for the avoidance of double taxation with respect to taxes on income and on capital exists between the Contracting Parties, the provisions of that agreement shall prevail.

ARTICLE 14

PROVISION OF STATISTICS

The aeronautical authorities of one Contracting Party shall supply to the aeronautical authorities of the other Contracting Party, at their request, such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airlines of the first Contracting Party. Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed services and the points of embarkation and disembarkation of such traffic.

ARTICLE 15

CONSULTATIONS

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

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

ARTICLE 16

SETTLEMENT OF DISPUTES

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

ARTICLE 17
AVIATION SAFETY

1. Each Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of the request.
2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 of this Article that meet the Standards established at that time pursuant to the Convention (the "ICAO Standards"), the other Contracting Party shall be informed of such findings and of the steps considered necessary to conform with the ICAO Standards. The other Contracting Party shall then take appropriate corrective action within an agreed 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 authorized representatives of the other Contracting Party, provided this does not cause unreasonable delays 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 ICAO Standards.
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 authorizations of a designated airline or airlines of the other Contracting Party.
5. Any action by one Contracting Party in accordance with paragraph 4 of this Article shall

be discontinued once the basis for the taking of that action ceases to exist.

6. With reference to paragraph 2 of this Article, if it is determined that one Contracting Party remains in non-compliance with the ICAO Standards when the agreed time period has lapsed, the Secretary-General of the International Civil Aviation Organization should be advised thereof. The Secretary-General should also be advised of the subsequent satisfactory resolution of the situation.

ARTICLE 18

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, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, done at Montreal on 1 March 1991, and any other convention governing aviation security binding upon both Contracting Parties.
2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.
3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as annexes to the Convention to the extent that such security provisions are

applicable to the Contracting Parties; they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territories, and the operators of airports in their territories, act in conformity with such aviation security provisions.

4. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3 of this Article required by the other Contracting Party for entry into, departure from, or while within the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew members, carry-on items, baggage, cargo, in-flight catering 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 the first Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within one month from the date of such request shall constitute grounds for withholding, revoking, suspending, limiting or imposing conditions on the operating authorizations of an airline or airlines designated by the other Contracting Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the first Contracting Party may take interim action at any time. 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 19
AMENDMENT

1. If either Contracting Party considers it desirable to amend any provisions of this Agreement, it may at any time request consultations with the other Contracting Party. Such consultations may be through discussions or by correspondence, and shall begin within a period of sixty (60) days from the date of receipt of the request. Any amendments so agreed shall enter into force in accordance with the procedure set out in Article 22 of this Agreement.
2. If a general multilateral convention or agreement concerning air transport comes into force in respect of both Contracting Parties, this Agreement shall be amended so as to conform to the provisions of such convention or agreement.

ARTICLE 20
TERMINATION

Either Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case, this Agreement shall be terminated twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, 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 21
REGISTRATION

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

ARTICLE 22
ENTRY INTO FORCE

The Contracting Parties shall notify each other through diplomatic channels of the completion of their internal legal procedures necessary for the entry into force of this Agreement. This Agreement shall enter into force thirty (30) days after the date of the later notification.

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

Done in duplicate at Kigali, this 27th day of November, 2020, in the Korean and English languages, both texts being equally authentic.

Amb. Claver GATETE
Minister of Infrastructure

FOR THE GOVERNMENT OF
THE REPUBLIC OF RWANDA



Jin-weon CHAE
Ambassador Plenipotentiary
and Extraordinary
FOR THE GOVERNMENT OF
THE REPUBLIC OF KOREA



<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 011/2022 ryo ku wa 21/03/2022 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Koreya ajyanye no gutwara abantu n'ibintu mu kirere hagati y'imbibi z'ibyo bihugu no hanze yazo, yashyiriweho umukono i Kigali, ku wa 27 Ugushyingo 2020</p>	<p>Seen to be annexed to Law n° 011/2022 of 21/03/2022 approving the ratification of the Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Korea for Air Services between and beyond their respective territories, signed at Kigali, on 27 November 2020</p>	<p>Vu pour être annexé à la Loi n° 011/2022 du 21/03/2022 approuvant la ratification de l'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Corée pour les services aériens entre et au-delà de leurs territoires respectifs, signé à Kigali, le 27 novembre 2020</p>
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Kigali, 21/03/2022

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

<p>ITEKA RYA PEREZIDA N° 027/01 RYO KU WA 12/04/2022 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y’U RWANDA NA GUVERINOMA YA REPUBULIKA YA KOREYA AJYANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE HAGATI Y’IMBIBI Z’IBYO BIHUGU NO HANZE YAZO, YASHYIRIWEHO UMUKONO I KIGALI, KU WA 27 UGUSHYINGO 2020</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° 027/01 OF 12/04/2022 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF KOREA FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES, SIGNED AT KIGALI, ON 27 NOVEMBER 2020</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 implementation of this Order</p> <p><u>Article 3:</u> Commencement</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 027/01 DU 12/04/2022 RATIFIANT L’ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE CORÉE POUR LES SERVICES AÉRIENS ENTRE ET AU-DELÀ DE LEURS TERRITOIRES RESPECTIFS, SIGNÉ À KIGALI, LE 27 NOVEMBRE 2020</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° 027/01 RYO KU WA 12/04/2022 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y’U RWANDA NA GUVERINOMA YA REPUBULIKA YA KOREYA AJYANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE HAGATI Y’IMBIBI Z’IBYO BIHUGU NO HANZE YAZO, YASHYIRIWEHO UMUKONO I KIGALI, KU WA 27 UGUSHYINGO 2020</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° 011/2022 ryo ku wa 21/03/2022 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y’u Rwanda na Guverinoma ya Repubulika ya Koreya ajyanye no gutwara abantu n’ibintu mu kirere hagati y’imbibi z’ibyo bihugu no</p>	<p>PRESIDENTIAL ORDER N° 027/01 OF 12/04/2022 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF KOREA FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES, SIGNED AT KIGALI, ON 27 NOVEMBER 2020</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° 011/2022 of 21/03/2022 approving the ratification of the Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Korea for Air Services between and beyond their respective territories, signed at Kigali, on 27 November 2020;</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 027/01 DU 12/04/2022 RATIFIANT L’ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE CORÉE POUR LES SERVICES AÉRIENS ENTRE ET AU-DELÀ DE LEURS TERRITOIRES RESPECTIFS, SIGNÉ À KIGALI, LE 27 NOVEMBRE 2020</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° 011/2022 du 21/03/2022 approuvant la ratification de l’Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Corée pour les services aériens entre et au-delà de leurs territoires respectifs, signé à Kigali, le 27 novembre 2020;</p>
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<p>hanze yazo, yashyiriweho umukono i Kigali, ku wa 27 Ugushyingo 2020;</p> <p>Tumaze kubona Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Koreya ajyanye no gutwara abantu n'ibintu mu kirere hagati y'imbibi z'ibyo bihugu no hanze yazo, yashyiriweho umukono i Kigali, ku wa 27 Ugushyingo 2020;</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 hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Koreya ajyanye no gutwara abantu n'ibintu mu kirere hagati y'imbibi z'ibyo bihugu no hanze yazo, yashyiriweho umukono i Kigali, ku wa 27 Ugushyingo 2020, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.</p>	<p>Considering the Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Korea for Air Services between and beyond their respective territories, signed at Kigali, on 27 November 2020;</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 Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Korea for Air Services between and beyond their respective territories, signed at Kigali, on 27 November 2020, annexed to this Order, is ratified and becomes fully effective.</p>	<p>Considérant l'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Corée pour les services aériens entre et au-delà de leurs territoires respectifs, signé à Kigali, le 27 novembre 2020;</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 entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Corée pour les services aériens entre et au-delà de leurs territoires respectifs, signé à Kigali, le 27 novembre 2020, 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, 12/04/2022

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

<p>UMUGEREKA W'ITEKA RYA PEREZIDA N° 027/01 RYO KU WA 12/04/2022 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA KOREYA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI Y'IMBIBI Z'IBYO BIHUGU NO HANZE YAZO, YASHYIRIWEHO UMUKONO I KIGALI, KU WA 27 UGUSHYINGO 2020</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 027/01 OF 12/04/2022 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF KOREA FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES, SIGNED AT KIGALI, ON 27 NOVEMBER 2020</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 027/01 DU 12/04/2022 RATIFIANT L'ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE CORÉE POUR LES SERVICES AÉRIENS ENTRE ET AU-DELÀ DE LEURS TERRITOIRES RESPECTIFS, SIGNÉ À KIGALI, LE 27 NOVEMBRE 2020</p>
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**AGREEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF RWANDA
AND THE GOVERNMENT OF THE REPUBLIC OF KOREA
FOR AIR SERVICES BETWEEN AND
BEYOND THEIR RESPECTIVE TERRITORIES**

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

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and

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

Have agreed as follows:

ARTICLE 1

DEFINITIONS

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

- (a) the term "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any annex adopted under Article 90 of that Convention and any amendment of the annexes or Convention under Articles 90 and 94 thereof, in so far as these annexes and amendments have become effective for both Contracting Parties;
- (b) the term "aeronautical authorities" means, in the case of the Republic of Rwanda, the Ministry in charge of civil aviation, and, in the case of the Republic of Korea, the Ministry of Land, Infrastructure and Transport, or in both cases any other person or body authorized to perform the functions exercised at present by the said authorities;
- (c) the term "designated airline" means any airline which has been designated and authorized in accordance with Article 3 of this Agreement;
- (d) the term "territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;
- (e) the terms "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;

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

(g) the term "capacity" in relation to an agreed service means the capacity of the aircraft used on such service multiplied by the frequency operated by such aircraft over a given period and route or section of a route;

(h) the term "carriage of traffic" means the carriage of passengers, cargo and mail;

(i) the term "agreed services" means international scheduled air services on the routes specified in the Annex to this Agreement for the transport of passengers, cargo and mail separately or in combination for remuneration or hire;

(j) the term "specified routes" means routes specified in a Route Schedule in the Annex to this Agreement;

(k) the term "tariff" means the prices to be paid for the carriage of passengers and baggage and/or cargo, and the conditions under which those prices apply, including prices and conditions for other services performed by the carrier in connection with air transportation, and including remuneration and conditions offered to agencies, but excluding remuneration and conditions for the carriage of mail;

(l) the term "user charge" means a charge made to airlines by the competent authorities, or permitted by them to be made, for the provision of airport property or facilities or of air navigation facilities, or aviation security facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo;

(m) the term "Agreement" means this Agreement, the Annex to the Agreement, and any amendments hereto; and

(n) the term "Annex" means the Annex to this Agreement or as amended in accordance with the provisions of Article 19 of this Agreement. The Annex shall form an integral part of this Agreement, and all references to the Agreement shall include references to the Annex except where otherwise explicitly provided.

ARTICLE 2
GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement to enable its designated airlines to establish and operate scheduled international air services on the specified routes (hereinafter referred to as the "agreed services").
2. Subject to the provisions of this Agreement, the designated airlines of each Contracting Party shall enjoy, while operating the agreed services on the specified routes, the following rights:
 - (a) to fly without landing across the territory of the other Contracting Party;
 - (b) to make stops in the territory of the other Contracting Party for non-traffic purposes; and
 - (c) to take up and put down passengers, cargo and mail at any point on the specified routes, subject to the provisions contained in the Annex.
3. Nothing in paragraph 2 of this Article shall be deemed to confer on the designated airlines of one Contracting Party the right of taking up, in the territory of the other Contracting Party, passengers, baggage, cargo or mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

ARTICLE 3
DESIGNATION AND AUTHORIZATION

1. Each Contracting Party shall have the right to designate in writing through diplomatic channels to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the specified routes.
2. On receipt of such designation, the aeronautical authorities of the other Contracting Party shall grant without delay to the designated airline the appropriate operating authorizations, provided that:
 - (a) substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline, nationals of that Contracting Party, or both;
 - (b) the Contracting Party designating the airline is in compliance with the provisions set

forth in Article 17 and Article 18 of this Agreement; and

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

3. The airlines designated and authorized in accordance with the provisions of paragraphs 1 and 2 of this Article may begin to operate the agreed services, provided that the airlines comply with the applicable provisions of this Agreement.

ARTICLE 4

REVOCATION AND SUSPENSION OF RIGHTS

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

ARTICLE 5
CUSTOMS DUTIES AND OTHER SIMILAR CHARGES

1. Aircraft operating on international air services by the designated airlines of the Contracting Parties, as well as their regular equipment, spare parts, supplies of fuel and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt, on the basis of reciprocity, from all customs duties, inspection fees and other similar charges on arriving in the territory of the other Contracting Party in accordance with the provisions of the laws and regulations in force of each Contracting Party, provided that such equipment and supplies remain on board the aircraft up to such time as they are re-exported.
2. There shall also be exempt, on the basis of reciprocity, from the same duties, fees and charges, in accordance with the provisions of the laws and regulations in force of each Contracting Party, with the exception of charges corresponding to the services performed:
 - (a) aircraft stores taken on board in the territory of either Contracting Party, within the limits fixed by the competent authorities of the said Contracting Party, and for use on board aircraft engaged in the agreed services of the other Contracting Party;
 - (b) spare parts, including engines, brought into the territory of either Contracting Party for the maintenance or repair of aircraft used on the agreed services by the designated airlines of the other Contracting Party;
 - (c) fuel, lubricants and consumable technical supplies destined to supply aircraft operated on the agreed services by the designated airlines of the other Contracting Party, even when those supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board; and
 - (d) printed ticket stock, air waybills, any printed material which bears the insignia of the company printed thereon and the usual publicity material distributed free of charge by the designated airlines.

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

3. The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that other 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.
4. Passengers, baggage and cargo in direct transit through the territory of either Contracting Party and not leaving the airport area reserved for such purposes shall be subject to no more than a simplified control, except for reasons of aviation security, narcotics control, prevention of illegal entry or in other special circumstances. Such baggage and cargo shall be exempt from customs duties and other similar taxes.

ARTICLE 6

APPLICABILITY OF LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party governing entry into or departure from its territory of an aircraft engaged in international air navigation or flights of such aircraft over that territory shall be applied to the aircraft of the designated airlines of the other Contracting Party and shall be complied with by such aircraft upon entering into or departing from and while within the territory of the first Contracting Party.
2. The laws and regulations of one Contracting Party governing entry into, stay in, transit through or departure from its territory of passengers, crew, cargo and mail, such as those concerning the formalities of entry and exit, and of emigration and immigration, and customs, currency, medical and quarantine measures, shall be applied to the passengers, crew, cargo and mail carried by the aircraft of the designated airlines of the other Contracting Party while within the territory of the first Contracting Party.
3. 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 laws and regulations.

ARTICLE 7
RECOGNITION OF CERTIFICATES AND LICENSES

1. Certificates of airworthiness, certificates of competency and licenses issued, or rendered valid, by either Contracting Party shall, during the period of their validity, be recognized as valid by the other Contracting Party.
2. If the privileges or conditions of the licenses or certificates referred to in paragraph 1 of this Article, issued by one Contracting Party, permit a difference from the standards established under the Convention and which difference was notified to the International Civil Aviation Organization, the other Contracting Party may request consultations between the aeronautical authorities.
3. Each Contracting Party reserves the right, however, not to recognize as valid, for the purpose of flights over its own territory, certificates of competency and licenses granted to its own nationals or rendered valid for them by the other Contracting Party or by any other State.

ARTICLE 8
CAPACITY REGULATIONS

1. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes.
2. The total capacity to be provided on the agreed services by the designated airlines of the Contracting Parties shall be agreed between the aeronautical authorities of the Contracting Parties.
3. In operating the agreed services, the designated airlines of each Contracting Party shall take into account the interests of the designated airlines of the other Contracting Party so as not to affect unduly the services which the latter provide on all or part of the same routes.
4. On any specified routes, the capacity provided by the designated airlines of one Contracting Party together with the capacity provided by the designated airlines of the other Contracting

Party shall be maintained in reasonable relationship to the requirements of the public for air transport on that route.

5. The agreed services provided by the designated airlines of each Contracting Party shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to the current and foreseeable traffic demands to and from the territory of the Contracting Party designating the airlines. The carriage of traffic embarked or disembarked in the territory of the other Contracting Party to and from points on the specified routes in the territories of States other than that designating the airlines shall be of supplementary character. The right of such airlines to carry traffic between points on the specified routes located in the territory of the other Contracting Party and points in third States shall be exercised in the interests of the orderly development of international air transport in such a way that the capacity is related to:
 - (a) the traffic demand to and from the territory of the Contracting Party designating the airlines;
 - (b) the traffic demand existing in the areas through which the agreed services pass, taking account of local and regional air services; and
 - (c) the requirements of through airline operations.

ARTICLE 9

APPROVAL OF SCHEDULES

The designated airlines of each Contracting Party shall submit their envisaged flight schedules for approval to the aeronautical authorities of the other Contracting Party at least sixty (60) days prior to the introduction of the agreed services on the specified routes. Any modification to such schedules shall also be submitted to the aeronautical authorities of the other Contracting Party for approval at least thirty (30) days in advance. In special cases this time limit may be reduced, subject to the consent of the said authorities.

ARTICLE 10

USER CHARGES

1. Each Contracting Party shall use its best efforts to ensure that the user charges imposed or

permitted to be imposed by its competent charging bodies on the designated airlines of the other Contracting Party for the use of airports and other aviation facilities are just and reasonable. These charges shall be based on sound economic principles and shall not be higher than those paid by its own airlines operating similar international air services.

2. Each Contracting Party shall encourage consultations on user charges between its competent charging bodies and the designated airlines using the services and facilities provided by those charging authorities. Reasonable notice shall be given to such users of any proposal for changes in user charges together with relevant supporting information and data, to enable them to express their views before the charges are revised. Each Contracting Party shall also encourage its competent charging authorities and such users to exchange appropriate information concerning user charges.

ARTICLE 11

TARIFFS

1. Each Contracting Party shall allow tariffs for air transportation to be established by each designated airline based upon commercial considerations in the marketplace. Intervention by the Contracting Parties shall be limited to:
 - (a) prevention of unreasonably discriminatory tariffs or practices;
 - (b) protection of consumers from tariffs that are unreasonably high or restrictive due to the abuse of a dominant position; and
 - (c) protection of airlines from tariffs that are artificially low due to direct or indirect governmental subsidy or support.
2. Each Contracting Party may require, on a non-discriminatory basis, notification to or filing with its aeronautical authorities of tariffs to be charged to or from its territory by the designated airlines of the other Contracting Party. Notification or filing by the designated airlines of both Contracting Parties may be required at least thirty (30) days before the proposed date of effectiveness. In individual cases, notification or filing may be permitted on shorter notice than normally required.
3. Neither Contracting Party shall take unilateral action to prevent the inauguration or

continuation of a tariff proposed to be charged or charged by (a) an airline of either Contracting Party for international air transportation between the territories of the Contracting Parties, or (b) an airline of one Contracting Party for international air transportation between the territory of the other Contracting Party and the territory of any other State, including in both cases transportation on an interline and intraline basis. If either Contracting Party believes that any such tariff is inconsistent with the considerations set forth in paragraph 1 of this Article, it shall request 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 the information necessary for a reasoned resolution of the issue. If the Contracting Parties reach agreement with respect to a tariff for which a notice of dissatisfaction has been given, each Contracting Party shall use its best efforts to put that agreement into effect. Without such mutual agreement, the tariff shall go into effect or continue in effect.

ARTICLE 12

COMMERCIAL ACTIVITIES

1. The designated airlines of each Contracting Party shall have the right to establish in the territory of the other Contracting Party offices for the purpose of the promotion of air transport and the sale of air transport as well as other ancillary products and facilities required for the provision of air transport.
2. The designated airlines of each Contracting Party shall be entitled to bring into and maintain in the territory of the other Contracting Party those of their own managerial, commercial, operational, sales, technical and other personnel and representatives as they may require in connection with the provision of air transport.
3. Such representatives and staff requirements mentioned in paragraph 2 of this Article may, at the option of a designated airline, be satisfied by its own personnel of any nationality or by using the services of any other airline, organization or company operating in the territory of the other Contracting Party and authorized to perform such services in the territory of

such other Contracting Party.

4. The designated airlines of each Contracting Party shall, either directly or at their discretion through agents, have the right to engage in the sale of air transport and its ancillary products and facilities in the territory of the other Contracting Party. For this purpose, the designated airlines shall have the right to use their own transport documents. The designated airlines of each Contracting Party shall have the right to sell, and any person shall be free to purchase, such transport and their ancillary products and facilities in local currency or in any other freely convertible currency.
5. The designated airlines of one Contracting Party shall have the right to pay for local expenses in the territory of the other Contracting Party in local currency or, provided that this is in accordance with the laws and regulations in force, in any freely convertible currencies.
6. Each Contracting Party shall apply the Code of Conduct formulated by the International Civil Aviation Organization for the regulation and operation of computer reservation systems within its territory, consistent with other applicable regulations and obligations concerning computer reservation systems.
7. The designated airlines shall have the right, on the basis of reciprocity, to perform their own ground handling in the territory of the other Contracting Party and, at their option, to have ground handling services provided in whole or in part by any agent authorized by the competent authorities of the other Contracting Party to provide such services.
8. The designated airlines of one Contracting Party may also be permitted to provide ground handling services for other airlines serving the same airport in the territory of the other Contracting Party.
9. The exercise of the rights set forth in paragraphs 7 and 8 of this Article shall be subject only to physical or operational constraints resulting from considerations of airport safety or security. Any constraints shall be applied uniformly and on terms no less favorable than the most favorable terms available to any airline engaged in similar international air services

at the time the constraints are imposed.

10. All the above activities shall be carried out in accordance with the applicable laws and regulations in force in the territory of the other Contracting Party.

ARTICLE 13

TRANSFER OF REVENUES

1. Each Contracting Party shall grant to the designated airlines of the other Contracting Party the right of the free transfer of the excess of receipts over expenditures earned by the airlines in the territory of the first Contracting Party in connection with the carriage of passengers, mail and cargo, in any freely convertible currencies in accordance with the foreign exchange regulations in force.
2. Where a special agreement for the avoidance of double taxation with respect to taxes on income and on capital exists between the Contracting Parties, the provisions of that agreement shall prevail.

ARTICLE 14

PROVISION OF STATISTICS

The aeronautical authorities of one Contracting Party shall supply to the aeronautical authorities of the other Contracting Party, at their request, such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airlines of the first Contracting Party. Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed services and the points of embarkation and disembarkation of such traffic.

ARTICLE 15

CONSULTATIONS

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

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

ARTICLE 16

SETTLEMENT OF DISPUTES

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

ARTICLE 17
AVIATION SAFETY

1. Each Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of the request.
2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 of this Article that meet the Standards established at that time pursuant to the Convention (the "ICAO Standards"), the other Contracting Party shall be informed of such findings and of the steps considered necessary to conform with the ICAO Standards. The other Contracting Party shall then take appropriate corrective action within an agreed 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 authorized representatives of the other Contracting Party, provided this does not cause unreasonable delays 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 ICAO Standards.
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 authorizations of a designated airline or airlines of the other Contracting Party.
5. Any action by one Contracting Party in accordance with paragraph 4 of this Article shall

be discontinued once the basis for the taking of that action ceases to exist.

6. With reference to paragraph 2 of this Article, if it is determined that one Contracting Party remains in non-compliance with the ICAO Standards when the agreed time period has lapsed, the Secretary-General of the International Civil Aviation Organization should be advised thereof. The Secretary-General should also be advised of the subsequent satisfactory resolution of the situation.

ARTICLE 18

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, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, done at Montreal on 1 March 1991, and any other convention governing aviation security binding upon both Contracting Parties.
2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.
3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as annexes to the Convention to the extent that such security provisions are

applicable to the Contracting Parties; they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territories, and the operators of airports in their territories, act in conformity with such aviation security provisions.

4. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3 of this Article required by the other Contracting Party for entry into, departure from, or while within the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew members, carry-on items, baggage, cargo, in-flight catering 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 the first Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within one month from the date of such request shall constitute grounds for withholding, revoking, suspending, limiting or imposing conditions on the operating authorizations of an airline or airlines designated by the other Contracting Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the first Contracting Party may take interim action at any time. 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 19 AMENDMENT

1. If either Contracting Party considers it desirable to amend any provisions of this Agreement, it may at any time request consultations with the other Contracting Party. Such consultations may be through discussions or by correspondence, and shall begin within a period of sixty (60) days from the date of receipt of the request. Any amendments so agreed shall enter into force in accordance with the procedure set out in Article 22 of this Agreement.
2. If a general multilateral convention or agreement concerning air transport comes into force in respect of both Contracting Parties, this Agreement shall be amended so as to conform to the provisions of such convention or agreement.

ARTICLE 20 TERMINATION

Either Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case, this Agreement shall be terminated twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, 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 21 REGISTRATION

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

ARTICLE 22
ENTRY INTO FORCE

The Contracting Parties shall notify each other through diplomatic channels of the completion of their internal legal procedures necessary for the entry into force of this Agreement. This Agreement shall enter into force thirty (30) days after the date of the later notification.

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

Done in duplicate at Kigali, this 27th day of November, 2020, in the Korean and English languages, both texts being equally authentic.

Amb. Claver GATETE
Minister of Infrastructure

FOR THE GOVERNMENT OF
THE REPUBLIC OF RWANDA



Jin-weon CHAE
Ambassador Plenipotentiary
and Extraordinary
FOR THE GOVERNMENT OF
THE REPUBLIC OF KOREA



<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 027/01 ryo ku wa 12/04/2022 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Koreya ajyanye no gutwara abantu n'ibintu mu kirere hagati y'imbibi z'ibyo bihugu no hanze yazo, yashyiriweho umukono i Kigali, ku wa 27 Ugushyingo 2020</p>	<p>Seen to be annexed to Presidential Order n° 027/01 of 12/04/2022 ratifying the Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Korea for Air Services between and beyond their respective territories, signed at Kigali, on 27 November 2020</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 027/01 du 12/04/2022 ratifiant l'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Corée pour les services aériens entre et au-delà de leurs territoires respectifs, signé à Kigali, le 27 novembre 2020</p>
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Kigali, 12/04/2022

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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