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<p>Twebwe, KAGAME Paul, Perezida wa Repbulika;</p>	<p>We, KAGAME Paul, President of the Republic;</p>	<p>Nous, KAGAME Paul, Président de la République;</p>
<p>Dushingiye ku Itegeko Nshinga rya Repbulika 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>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>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>Dushingiye ku Itegeko n° 49/2016 ryo ku wa 28/11/2016 ryemera kwemeza burundu amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Repbulika y'u Rwanda na Repbulika ya Côte d'Ivoire yashyiriweho umukono i Abidjan muri Côte d'Ivoire, ku wa 27 Ugushyingo 2015;</p>	<p>Pursuant to Law n° 49/2016 of 28/11/2016 approving ratification of the air services agreement between the Republic of Rwanda and the Republic of Côte d'Ivoire signed at Abidjan, Côte d'Ivoire, on 27 November 2015;</p>	<p>Vu la Loi n° 49/2016 du 28/11/2016 approuvant la ratification de l'accord relatif au transport aérien entre la République du Rwanda et la République de Côte d'Ivoire signé à Abidjan, en Côte d'Ivoire, le 27 novembre 2015;</p>
<p>Tumaze kubona Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repbulika y'u Rwanda na Guverinoma ya Repbulika ya Côte d'Ivoire yakorewe Abidjan, ku wa 27 Ugushyingo 2015;</p>	<p>Considering the Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Côte d'Ivoire done at Abidjan, on 27 November 2015;</p>	<p>Considérant l'Accord relatif au transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Côte d'Ivoire fait à Abidjan, le 27 novembre 2015;</p>

<p>Bisabwe na Minisitiri w'Ibikorwa Remezo;</p> <p>Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;</p> <p>TWATEGETSE KANDI DUTEGETSE:</p> <p><u>Ingingo ya mbere: Kwemeza burundu</u></p> <p>Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Côte d'Ivoire yakorewe Abidjan, ku wa 27 Ugushyingo 2015, 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>On proposal by the Minister of Infrastructure;</p> <p>After consideration and approval by the Cabinet;</p> <p>HAVE ORDERED AND ORDER:</p> <p><u>Article One: Ratification</u></p> <p>The Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Côte d'Ivoire done at Abidjan, on 27 November 2015, 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>Sur proposition du Ministre des Infrastructures;</p> <p>Après examen et adoption du Conseil des Ministres;</p> <p>AVONS ARRÊTÉ ET ARRÉTONS:</p> <p><u>Article premier: Ratification</u></p> <p>L'Accord relatif au transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Côte d'Ivoire fait à Abidjan, le 27 novembre 2015, annexé au présent arrêté, est ratifié et sort son plein et entier effet.</p> <p><u>Article 2: Autorités chargées de l'exécution du présent arrêté</u></p> <p>Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.</p>
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<p><u>Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa</u></p> <p>Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p><u>Article 3: Commencement</u></p> <p>This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p><u>Article 3: Entrée en vigueur</u></p> <p>Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
<p>Kigali, ku wa 04/03/2020</p> <p>(sé) KAGAME Paul Perezida wa Repubulika</p>	<p>Kigali, on 04/03/2020</p> <p>(sé) KAGAME Paul President of the Republic</p>	<p>Kigali, le 04/03/2020</p> <p>(sé) KAGAME Paul Président de la République</p>
<p>(sé) Dr NGIRENTE Edouard Minisitiri w'Intebe</p>	<p>(sé) Dr NGIRENTE Edouard Prime Minister</p>	<p>(sé) Dr NGIRENTE Edouard Premier Ministre</p>
<p>Bibonywe kandi bishyizweho Ikirango cya Repubulika:</p> <p>(sé) BUSINGYE Johnston Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta</p>	<p>Seen and sealed with the Seal of the Republic:</p> <p>(sé) BUSINGYE Johnston Minister of Justice/Attorney General</p>	<p>Vu et scellé du Sceau de la République:</p> <p>(sé) BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux</p>

<p>UMUGEREKA W'ITEKA RYA PEREZIDA N° 058/01 RYO KU WA 04/03/2020 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA CÔTE D'IVOIRE YAKOREWE ABIDJAN, KU WA 27 UGUSHYINGO 2015</p>	<p>ANNEX TO THE PRESIDENTIAL ORDER N° 058/01 OF 04/03/2020 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF CÔTE D'IVOIRE DONE AT ABIDJAN, ON 27 NOVEMBER 2015</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 058/01 DU 04/03/2020 RATIFIANT L'ACCORD RELATIF AU TRANSPORT AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE CÔTE D'IVOIRE FAIT À ABIDJAN, LE 27 NOVEMBRE 2015</p>
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République du Rwanda



ACCORD RELATIF AU TRANSPORT AERIEN

ENTRE

LE GOUVERNEMENT
DE LA REPUBLIQUE DU RWANDA

ET

LE GOUVERNEMENT
DE LA REPUBLIQUE DE CÔTE D'IVOIRE

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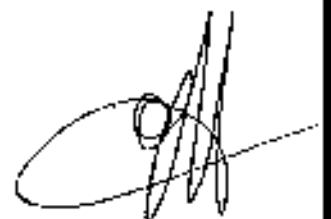
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Le Gouvernement de la République du Rwanda, d'une part ;

Et

Le Gouvernement de la République de Côte d'Ivoire, d'autre part ;

Ci-après dénommés les « **Parties Contractantes** » ;

Étant parties à la Convention relative à l'Aviation Civile Internationale, ouverte à la signature à Chicago le 7 décembre 1944;

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

Désireux de faciliter le développement des services aériens internationaux;

Considérant que des services aériens internationaux efficaces et compétitifs favorisent le commerce, la satisfaction des besoins des consommateurs et la croissance économique et ;

Désireux d'assurer au plus haut niveau la sécurité et la sûreté de l'Aviation Civile ;

Sont convenus de ce qui suit ;

Article 1 **Définitions**

Dans le présent Accord, sauf indication contraire, le terme:

a) « **Accord** » signifie le présent Accord, son (ses) Annexe(s) et leurs amendements éventuels;

b) « **Autorités aéronautiques** » signifie, dans le cas de la République de Côte d'Ivoire le Ministre en charge de l'Aviation Civile, et dans le cas de la République du Rwanda le Ministre en charge de l'Aviation Civile ou, dans les deux cas, toute autre autorité ou personne habilitée à remplir les fonctions actuellement exercées par lesdites autorités ;

c) **«Capacité»** est la quantité de services assurés en vertu de l'Accord, généralement mesurée en nombre de vols (fréquence), de sièges ou de tonnes de fret offerts sur un marché (paire de villes ou de pays à pays) ou sur une route pendant une période donnée (jour, semaine, saison ou année) ;

d) **«Compagnie aérienne désignée»** signifie une compagnie aérienne qui a été désignée et autorisée conformément à l'article 3 du présent Accord ;

e) **«Convention»** signifie la Convention relative à l'aviation civile internationale ouverte à la signature à Chicago le 7 décembre 1944, y compris les Annexes adoptées en vertu de son article 90 et tout amendement desdites Annexes ou de la Convention en vertu des articles 90 et 94, dans la mesure où ces Annexes et amendements ont pris effet pour les Parties Contractantes ;

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

g) **«Une Partie Contractante»** est un État qui est formellement lié par le présent Accord ;

h) **«Prix»** ou **«Tarif»** signifie la contrepartie du transport aérien (et de tout autre mode de transport relié à ce dernier) de passagers, de bagages et/ou de marchandises (à l'exclusion du courrier) demandée par les compagnies aériennes ou par leurs agents, ainsi que les conditions dans lesquelles ces prix ou tarifs s'appliquent ;

i) **«Redevances d'usage»** signifie les redevances imposées aux compagnies aériennes par les autorités compétentes, ou que celles-ci permettent de leur imposer, pour la fourniture de biens ou d'installations aéroportuaires ou d'installations et services de navigation aérienne, y compris les services et installations connexes, pour les aéronefs, leurs équipages, les passagers et les marchandises ;

j) **«Routes spécifiées »** désigne les routes figurant au tableau des routes annexé au présent Accord ;

k) **«Services agréés»** signifie les services aériens réguliers de transport, distincts ou combinés, de passagers, de courrier et de fret, effectués moyennant rétribution sur les routes spécifiées ;

et.

- 1) **«Territoire»** d'un État au sens que lui donne l'article 2 de la Convention ;
- m) **«Transport aérien»** signifie le transport public, par aéronef, de passagers, de bagages, de marchandises et de courrier, séparément ou en combinaison, contre rémunération ou en vertu d'un contrat de location ;
- n) **«Transport aérien intérieur»** est le transport aérien dans lequel les passagers, les bagages, les marchandises et le courrier qui sont embarqués sur le territoire d'un État ont pour destination un autre point du territoire de ce même État ;
- o) **«Transport aérien intermodal »** signifie le transport public, par aéronef et par un ou plusieurs modes de transport de surface, de passagers, de bagages, de marchandises et de courrier, séparément ou en combinaison, contre rémunération ou en vertu d'un contrat de location ;
- p) **«Transport aérien international »** est le transport aérien dans lequel les passagers, les bagages, les marchandises et le courrier qui sont embarqués sur le territoire d'un État ont pour destination un autre État;
- q) **«Service aérien »**, **«Service aérien international»** et **«Escale non commerciale»** ont le sens que leur donne l'article 96 de la Convention ; et
- r) **«Décision de Yamoussoukro»** : décision relative à la mise en œuvre de la Déclaration de Yamoussoukro concernant la libéralisation de l'accès aux marchés du transport aérien en Afrique, signée le 14 novembre 1999 et approuvée par les Chefs d'Etat de l'OUA en juillet 2000 ;

Article 2 **Octroi de Droits**

1. Chaque Partie Contractante accorde à l'autre Partie Contractante les droits spécifiés au présent Accord en vue d'exploiter des services aériens internationaux sur les routes spécifiées aux tableaux figurant à l'Annexe. Sous réserve des dispositions du présent Accord, la ou les entreprises désignées de chaque Partie Contractante jouira ou jouiront de l'exploitation des services aériens internationaux :

- a) le droit de traverser le territoire de l'autre Partie Contractante;
- b) le droit de faire des escales sur le territoire de l'autre Partie Contractante à des fins non commerciales ;



c) le droit d'embarquer et de débarquer sur le territoire de l'autre Partie Contractante, aux points spécifiés sur le tableau de routes figurant à l'Annexe du présent Accord, des passagers, des bagages, des marchandises et des envois postaux.

2. Aucune disposition du présent Accord n'est censée conférer aux compagnies aériennes d'une Partie Contractante le droit d'embarquer contre rémunération sur le territoire de l'autre Partie Contractante des passagers, des bagages, des marchandises ou du courrier à destination d'un autre point du territoire de cette autre Partie Contractante.

3. Si par suite d'un conflit armé, de troubles politiques ou de circonstances spéciales et inhabituelles, une entreprise désignée d'une Partie Contractante n'est pas à même d'exploiter un service sur ses routes normales, l'autre Partie Contractante s'efforcera de faciliter la poursuite de l'exploitation de ce service en rétablissant ces routes de façon appropriée, notamment en accordant pour cette période les droits nécessaires pour faciliter une exploitation viable.

Article 3

Désignation et Autorisation

1. Chaque Partie Contractante a le droit de désigner une ou plusieurs compagnies aériennes pour exploiter les services convenus en vertu du présent Accord ainsi que de retirer ou de modifier cette désignation. Cette désignation fera l'objet d'une notification écrite par voie diplomatique entre les autorités aéronautiques des Parties Contractantes.

2. Dès la réception de cette désignation et de la demande de la compagnie aérienne désignée, dans la forme et de la manière prescrites pour l'autorisation d'exploitation, chaque Partie Contractante accorde l'autorisation d'exploitation appropriée avec le minimum de délai de procédure, à condition que :

a) la compagnie aérienne désignée ait son principal établissement sur le territoire de la Partie Contractante qui l'a désignée ;

b) la Partie Contractante qui a désigné la compagnie ait et maintienne sur elle un contrôle réglementaire effectif;

c) la Partie Contractante qui a désigné la compagnie se conforme aux dispositions de l'article 7 (Sécurité) et de l'article 8 (Sûreté de l'Aviation) du présent Accord ;

d) la compagnie désignée soit à même de respecter les autres conditions prescrites par les lois et la réglementation normalement appliquées à l'exploitation de services de transport aérien international par la Partie Contractante qui examine la demande.

3. Dès réception de l'autorisation d'exploitation versée au paragraphe 2, une compagnie aérienne désignée peut à tout moment commencer à exploiter les services convenus pour lesquels elle est ainsi désignée, à condition qu'un tarif établi conformément aux dispositions de l'Article 14 du présent Accord soit en vigueur.

Article 4

Refus, révocation et limitation de l'autorisation

1. Les autorités aéronautiques de chaque Partie Contractante ont le droit de refuser les autorisations prévues à l'article 3 (Désignation et autorisation) et de révoquer ou suspendre ces autorisations ou d'imposer des conditions, de façon temporaire ou permanente si :

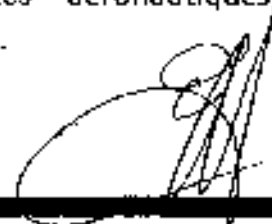
a) elles n'ont pas la preuve que la compagnie désignée a son principal établissement sur le territoire de la Partie Contractante désignant l'entreprise ;

b) elles n'ont pas la preuve que la Partie Contractante qui a désigné la compagnie a et maintient sur elle un contrôle réglementaire effectif;

c) la Partie Contractante désignant l'entreprise ne se conforme pas aux dispositions de l'article 7 (Sécurité) ou de l'article 8 (Sûreté de l'aviation) du présent Accord ;

d) la compagnie désignée n'est pas à même de respecter les autres conditions prescrites par les lois et règlements normalement appliqués à l'exploitation de services de transport aérien international par la Partie Contractante qui a reçu la désignation.

2. À moins que des mesures immédiates ne soient indispensables pour empêcher des infractions à la législation ou à la réglementation susmentionnées ou à moins que la sécurité ou la sûreté n'exige des mesures en vertu des dispositions des articles 7 (Sécurité) ou 8 (Sûreté), les droits énoncés au paragraphe 1 ne seront exercés qu'après des consultations entre les autorités aéronautiques conformément à l'article 19 (Consultations) du présent Accord.



Article 5

Application des lois et règlements

1. Les lois et règlements d'une Partie Contractante régissant l'entrée sur son territoire ou le départ de son territoire des aéronefs exploités dans les services aériens internationaux, ou l'exploitation et la navigation de ces aéronefs alors qu'ils se trouvent sur son territoire, s'appliquent aux aéronefs de la compagnie aérienne désignée par chaque Partie Contractante.
2. Les lois et règlements d'une Partie Contractante relatifs à l'entrée et au séjour sur son territoire ainsi qu'au départ de son territoire de passagers, de membres d'équipage et de marchandises, y compris le courrier, tels que ceux qui régissent l'immigration, la douane, les devises ainsi que la santé publique et la quarantaine, s'appliquent aux passagers, aux membres d'équipage, aux marchandises et au courrier acheminés par les aéronefs de la compagnie aérienne désignée de chaque Partie Contractante lorsqu'ils se trouvent sur ledit territoire.
3. Aucune Partie Contractante n'accordera à sa propre compagnie aérienne ni à aucune autre une préférence par rapport à une compagnie aérienne désignée par une autre Partie Contractante et exerçant des activités semblables de transport aérien international, dans l'application de ses règlements relatifs à l'immigration, à la douane, à la quarantaine et aux autres domaines.

Article 6

Reconnaissance des Certificats

1. Les certificats de navigabilité, brevets d'aptitude et licences délivrés ou validés par une Partie Contractante et toujours en vigueur sont reconnus valables par l'autre Partie Contractante aux fins de l'exploitation des services convenus.
2. Chaque Partie Contractante se réserve cependant le droit de ne pas reconnaître, pour le survol de son propre territoire et pour l'atterrissage sur son territoire, les brevets d'aptitude et les licences accordés à ses propres ressortissants par une autre Partie Contractante.



Article 7

Sécurité

1. Chaque Partie Contractante peut en tout temps demander des consultations au sujet des normes de sécurité adoptées par une autre Partie Contractante dans des domaines qui se rapportent aux installations et services aéronautiques, aux équipages de conduite, aux aéronefs et à l'exploitation des aéronefs. Ces consultations auront lieu dans les trente (30) jours suivant la demande.

2. Si, à la suite de ces consultations, une Partie Contractante estime que l'autre Partie Contractante ne requiert pas ou n'applique pas effectivement, dans le domaine mentionné au paragraphe 1, des normes de sécurité au moins égales aux normes minimales instituées au moment considéré en application de la Convention, elle informe l'autre Partie Contractante de ces consultations et l'autre Partie Contractante adopte des mesures correctives en conséquence. Si l'autre Partie Contractante ne prend pas des mesures dans un délai de trente (30) jours ou dans un délai plus long éventuellement arrêté d'un commun accord, il y a lieu d'appliquer l'article 4 du présent Accord (Révocation ou Suspension d'une autorisation d'exploitation).

3. Nonobstant les obligations énoncées par l'article 33 de la Convention, il est convenu que tout aéronef exploité ou loué par le ou les transporteur(s) aérien(s) d'une Partie Contractante pour des services à destination ou en provenance du territoire de l'autre Partie Contractante peut, pendant son séjour sur le territoire de l'autre Partie Contractante, être soumis par les représentants habilités de l'autre Partie Contractante à un examen à bord ou à l'extérieur de l'aéronef afin de vérifier la validité des documents de l'aéronef et de ceux de son équipage ainsi que l'état apparent de l'aéronef et de ses équipements pour autant que cela n'entraîne pas un retard déraisonnable.

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

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

b) des motifs sérieux de craindre des déficiences dans l'adoption et la mise en œuvre effective de normes de sécurité en vigueur au moment considéré conformément à la Convention, la Partie Contractante qui effectue l'inspection est, conformément à l'article 33 de la Convention, libre de conclure que les

critères suivant lesquels les certificats ou les licences relatifs à cet aéronef, à son opérateur ou à son équipage ont été délivrés ou validés ne sont pas égaux ou supérieurs aux normes minimales en vigueur au moment considéré conformément à la Convention.

5. En cas de refus d'accès à un aéronef exploité par le ou les transporteur(s) aérien(s) d'une Partie Contractante aux fins de son inspection au sol conformément au paragraphe 3 ci-dessus, l'autre Partie Contractante a toute latitude d'en déduire qu'il existe des motifs sérieux du type de ceux mentionnés au paragraphe 4 ci-dessus et d'en tirer les conclusions mentionnées au même paragraphe.

6. Chaque Partie Contractante se réserve le droit de suspendre ou de modifier immédiatement l'autorisation d'exploitation accordée à un ou plusieurs transporteur(s) aérien(s) de l'autre Partie Contractante si, à la suite d'une inspection au sol, d'une série d'inspections au sol, d'un refus d'accès pour inspection au sol, de consultations ou de toute autre forme de dialogue, elle conclut à la nécessité d'agir immédiatement pour assurer la sécurité de l'exploitation d'un ou de plusieurs transporteur(s) aérien(s).

7. Toute mesure prise par une Partie Contractante conformément aux paragraphes 2 ou 6 ci-dessus est suspendue dès que les faits qui l'ont motivée ont cessé d'exister.

Article 8 Sûreté de l'aviation

1. Conformément à leurs droits et obligations en vertu du droit international, les Parties Contractantes réaffirment que leur obligation mutuelle de protéger l'Aviation Civile contre les actes d'intervention illicite, pour en assurer la sûreté, fait partie intégrante du présent Accord. Sans limiter la généralité de leurs droits et obligations en vertu du droit international, les Parties Contractantes agissent, en particulier, conformément aux dispositions de la Convention relative aux infractions et à certains autres actes survenant à bord des aéronefs, signée à Tokyo le 14 septembre 1963, de la Convention pour la répression de la capture illicite d'aéronefs, signée à La Haye le 16 décembre 1970, et de toute autre convention internationale et/ou protocole qui seront en vigueur dans les deux Etats relatifs à la sûreté de l'Aviation Civile.

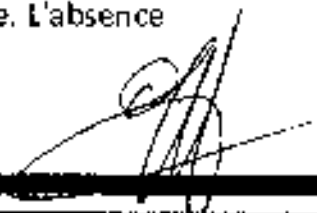
2. Les Parties Contractantes s'accordent mutuellement, sur demande, toute l'assistance nécessaire pour prévenir les actes de capture illicite d'aéronefs civils et autres actes illicites dirigés contre la sécurité de ces aéronefs, de leurs passagers et de leurs équipages, des aéroports et des installations et services de navigation aérienne, ainsi que toute autre menace pour la sûreté de l'Aviation Civile Internationale.

3. Les Parties Contractantes, dans leurs rapports mutuels, se conforment aux dispositions relatives à la sûreté de l'aviation qui ont été établies par l'Organisation de l'Aviation Civile Internationale et qui sont désignées comme Annexes à la Convention ; elles exigent des exploitants d'aéronefs immatriculés par elles, ou des exploitants d'aéronefs qui ont le siège principal de leur exploitation ou leur résidence permanente sur leur territoire, et des exploitants d'aéroports situés sur leur territoire, qu'ils se conforment à ces dispositions relatives à la sûreté de l'aviation.

4. Chaque Partie Contractante convient que ces exploitants d'aéronefs peuvent être tenus d'observer les dispositions relatives à la sûreté de l'Aviation Civile dont il est question au paragraphe 3 et que toute autre Partie Contractante prescrit pour l'entrée et le séjour sur son territoire et pour la sortie de son territoire. Chaque Partie Contractante veille à ce que des mesures adéquates soient appliquées effectivement sur son territoire pour protéger les aéronefs et pour assurer l'inspection des passagers, des équipages, des bagages à main, des bagages, du fret et des provisions de bord, avant et pendant l'embarquement ou le chargement. Chaque Partie Contractante examine aussi avec bienveillance toute demande que lui adresse l'autre Partie Contractante en vue d'obtenir que des mesures spéciales de sûreté raisonnables soient prises pour faire face à une menace particulière.

5. En cas d'incident ou de menace d'incident de capture illicite d'aéronefs civils ou d'autres actes illicites dirigés contre la sécurité de ces aéronefs, de leurs passagers et de leurs équipages, des aéroports ou des installations et services de navigation aérienne, les Parties Contractantes s'entraident en facilitant les communications et autres mesures appropriées, destinées à mettre fin avec rapidité et sécurité à cet incident ou à cette menace d'incident.

6. Si une Partie Contractante a des motifs raisonnables de croire que l'autre Partie Contractante s'est écartée des dispositions du présent article, ses autorités aéronautiques peuvent demander des consultations. Ces consultations débiteront dans les quinze (15) jours de la réception de la demande. L'absence



d'accord satisfaisant dans les quinze (15) jours suivant le début des consultations constituera un motif pour refuser, révoquer ou suspendre les autorisations de la compagnie ou des compagnies désignées par l'autre Partie Contractante ou pour imposer des conditions à ces autorisations. Si une urgence le justifie, ou pour éviter que ne se poursuive la non-conformité aux dispositions du présent article, une Partie Contractante peut en tout temps prendre des mesures provisoires.

Article 9

Principes régissant l'exploitation des services agréés

1. La ou les compagnies aériennes désignées de chaque Partie Contractante auront des possibilités équitables et égales d'exploiter des vols sur toute route convenue entre les territoires des Parties Contractantes.
2. Chaque Partie Contractante permet à chaque compagnie aérienne désignée de déterminer la fréquence et la capacité du transport aérien international qu'elle offre en fonction de considérations commerciales du marché.
3. Dans l'exploitation des services agréés, les entreprises de transport aérien désignées devront prendre en considération leurs intérêts mutuels afin de ne pas affecter indument leurs services respectifs.
4. Les services assurés par une compagnie aérienne désignée en vertu des dispositions du présent Accord auront pour but essentiel de fournir une capacité de transport suffisante pour répondre aux demandes de trafic entre le pays dont ladite compagnie a la nationalité et le pays de destination finale du trafic. Le droit d'embarquer ou de débarquer sur ces services du trafic international à destination ou en provenance de pays tiers en un ou plusieurs points des routes indiquées dans le présent Accord sera exercé conformément aux principes généraux de développement ordonné du transport aérien international auxquels souscrivent les deux Parties Contractantes et sera soumis au principe général selon lequel la capacité doit être en rapport avec :
 - a) les besoins de trafic entre le pays d'origine et les pays de destination finale ;
 - b) les exigences de l'exploitation de services qui se poursuivent au-delà de points situés sur le territoire des Parties Contractantes ;



c) les besoins de trafic de la région traversée par la compagnie aérienne, compte tenu des services locaux et régionaux.

5. Chaque Partie Contractante convient de prendre des mesures pour éliminer toutes les formes de discrimination ou de pratiques concurrentielles déloyales nuisant à la position concurrentielle d'une compagnie aérienne désignée de l'autre Partie Contractante.

6. Des consultations entre les Parties Contractantes seront organisées chaque fois qu'une Partie Contractante demandera que la capacité offerte dans le cadre de l'Accord soit revue, afin d'assurer l'application des principes de l'Accord qui régissent l'exploitation des services.

Article 10

Arrangements de partage de codes/de coopération

1. Pour exploiter ou offrir les services autorisés sur les routes convenues, toute compagnie aérienne désignée d'une Partie Contractante peut conclure des arrangements de commercialisation en coopération notamment en matière de coentreprises, de réservation de capacité et de partage de codes avec :

- a) une ou plusieurs compagnies aériennes de l'une ou l'autre Partie Contractante;
- b) une ou plusieurs compagnies aériennes d'un pays tiers signataire de la décision de Yamoussoukro;

Sous réserve que toutes les compagnies aériennes qui concluent ces arrangements :

- i) détiennent les autorisations appropriées et
- ii) répondent aux conditions normalement appliquées à ces arrangements.

2. Les Parties Contractantes conviennent de prendre les mesures nécessaires pour faire en sorte que les consommateurs soient pleinement informés et protégés en ce qui concerne les vols en partage de code exploités en direction ou en provenance de leur territoire et que, au minimum, les renseignements nécessaires soient fournis aux passagers comme suit:

- a) par le personnel de la compagnie aérienne au moment de la réservation et à toutes les étapes du voyage ;



b) par écrit, sur le billet et/ou tout autre document remplaçant le billet, comme une confirmation écrite, y compris des renseignements sur la personne à contacter en cas de problème ainsi qu'une indication claire de la compagnie aérienne responsable en cas de dommage ou d'accident.

Article 11

Location d'aéronefs

Les compagnies aériennes désignées de chaque Partie Contractante peuvent exploiter les services visés par le présent Accord au moyen d'aéronefs loués qui répondent aux conditions applicables de sécurité et de sûreté.

Article 12

Approbation des programmes de vols

1. La compagnie aérienne désignée de chaque Partie Contractante soumettra pour approbation aux autorités aéronautiques de l'autre Partie Contractante le programme de vols qu'elle envisage au moins quinze (15) jours avant que les services convenus ne soient assurés. Elle fera de même pour toute modification de ce programme.

2. Dans le cas de vols supplémentaires que la compagnie aérienne désignée d'une Partie Contractante souhaite assurer sur les services convenus en dehors de l'horaire approuvé, cette compagnie demandera l'autorisation préalable des autorités aéronautiques de l'autre Partie Contractante. Ces demandes seront soumises au moins trois (3) jours ouvrables avant l'exécution des vols.

Article 13

Statistiques

Les autorités aéronautiques des Parties Contractantes se communiquent mutuellement, sur demande, des statistiques périodiques ou d'autres renseignements similaires relatifs au trafic acheminé sur les services convenus.



Article 14

Tarifs

1. Les tarifs sur les services visés par le présent Accord sont établis par la ou les compagnies aériennes désignées à des taux raisonnables, compte dûment tenu de tous les éléments d'appréciation, notamment des intérêts des usagers, du coût d'exploitation, des caractéristiques du service, d'un bénéfice raisonnable et d'autres considérations commerciales relatives au marché. Il ne sera pas exigé que les tarifs demandés par les compagnies aériennes soient approuvés par l'une ou l'autre des Parties Contractantes.

2. Chaque Partie Contractante peut exiger la notification ou le dépôt des tarifs que la ou les compagnies aériennes désignées proposent d'appliquer pour le transport à destination ou en provenance de son territoire.

3. Les Parties Contractantes conviennent d'accorder une attention particulière aux tarifs qui pourraient être inadmissibles parce que excessivement discriminatoires, indûment élevés ou restrictifs en raison de l'abus d'une "position dominante, artificiellement bas en raison de subventions ou d'un appui directs ou indirects.

Article 15

Redevances d'usage

1. Aucune des Parties Contractantes n'imposera ou ne permettra que soient imposés aux compagnies aériennes désignées par l'autre Partie Contractante des redevances d'usage plus élevées que celles qui sont imposés à ses propres compagnies exploitant des services internationaux similaires.

2. Les aéroports, les voies aériennes, les services de contrôle de la circulation aérienne et de navigation aérienne, la sûreté de l'aviation et les autres installations et services connexes qui sont fournis sur le territoire d'une Partie Contractante seront mis à la disposition des compagnies aériennes de l'autre Partie Contractante à des conditions qui ne seront pas moins favorables que les conditions les plus favorables offertes à toute compagnie assurant des services aériens internationaux similaires au moment où sont conclues les modalités de leur utilisation.

Article 16
Droits de douane

1. Chaque Partie Contractante exempte sur une base de réciprocité une compagnie aérienne désignée par l'autre Partie Contractante, dans toute la mesure que permet sa législation nationale, des droits de douane, taxes d'accise, frais de visite et autres droits et redevances nationaux sur les aéronefs, le carburant, les lubrifiants, les fournitures à usage technique consommables, les pièces de rechange y compris les moteurs, l'équipement ordinaire des aéronefs, les provisions de bord et autres articles destinés à l'utilisation ou utilisés uniquement en rapport avec l'exploitation ou l'entretien courant des aéronefs de la compagnie aérienne désignée de l'autre Partie Contractante qui exploite les services convenus.

2. Les exemptions accordées par le présent article s'appliquent aux articles visés au paragraphe 1 :

a) introduits sur le territoire de la Partie Contractante considérée par ou au nom de la compagnie aérienne désignée par une autre Partie Contractante ;

b) conservés à bord des aéronefs de la compagnie aérienne désignée d'une Partie Contractante à l'arrivée sur le territoire ou au départ du territoire de l'autre Partie Contractante ; ou

c) embarqués à bord d'aéronefs de la compagnie aérienne désignée par une Partie Contractante sur le territoire de l'autre Partie Contractante et destinés à être utilisés dans l'exploitation des services convenus, que ces articles soient ou non utilisés ou consommés entièrement sur le territoire de la Partie Contractante qui accorde l'exemption, pourvu qu'il n'y ait pas de cession de la propriété de ces articles sur le territoire de ladite Partie Contractante.

3. L'équipement de bord ordinaire ainsi que les matériaux et fournitures normalement conservés à bord des aéronefs d'une compagnie aérienne désignée de l'une ou l'autre Partie Contractante ne peuvent être déchargés sur le territoire de l'autre Partie Contractante qu'avec l'approbation des autorités douanières de ce territoire. En pareil cas, ils peuvent être placés sous la supervision desdites autorités jusqu'au moment où ils seront réexportés ou jusqu'à ce qu'il en soit autrement disposé en conformité avec la réglementation douanière.

4. Les exonérations prévues au présent article sont également accordées lorsque le ou les transporteur(s) aérien(s) désigné(s) d'une Partie contractante ont conclu avec un autre transporteur aérien bénéficiant des mêmes exonérations de la Part de l'autre Partie Contractante des contrats en vue du Prêt ou du transfert sur le territoire de l'autre Partie Contractante des produits intentionnés aux paragraphes 1 et 2 du présent article.

Article 17

Activités commerciales

1. Chaque Partie Contractante accorde aux compagnies aériennes de l'autre Partie Contractante le droit de vendre et de commercialiser sur son territoire les Produits des services aériens internationaux et services apparentés (directement ou par le biais d'agents ou d'autres intermédiaires choisis par la compagnie aérienne), y compris le droit d'établir des bureaux sur réseau et hors réseau

2. Chaque compagnie aérienne a le droit de vendre des services de transport dans la monnaie de ce territoire ou, si elle le juge bon, en devises librement convertibles d'autres pays, et toute personne sera libre d'acheter ces services de transport en devises acceptées par la compagnie.

3. La ou les compagnies aériennes désignées d'une Partie Contractante sont autorisées à faire entrer et à maintenir sur le territoire de l'autre Partie Contractante leurs représentants et leur personnel commercial, opérationnel et technique nécessaires dans le cadre de l'exploitation des services convenus.

4. Les représentants et le personnel sont soumis aux lois et règlements en vigueur de l'autre Partie Contractante, dans le cadre desquels:

a) chaque Partie Contractante, avec le délai minimal, accorde aux représentants et au personnel prévus au paragraphe 3 les autorisations d'emploi, visas de visiteur et autres documents similaires nécessaires ;

b) les Parties Contractantes faciliteront et accéléreront les formalités relatives aux autorisations d'emploi pour le personnel exécutant certaines tâches temporaires d'une durée qui ne dépasse pas quatre-vingt-dix (90) jours.

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5. Chaque Partie Contractante autorise les compagnies aériennes désignées de l'autre Partie Contractante à recourir aux services et au personnel de l'autre Partie Contractante.

Article 18

Conversion des devises et transfert des recettes

1. Chaque Partie Contractante autorise la ou les compagnies aériennes de l'autre Partie Contractante à convertir et transférer à l'étranger, dans le pays de leur choix, toutes les recettes locales provenant de la vente de services de transport aérien et d'activités connexes directement liées au transport aérien qui dépassent les sommes dépensées localement, cette conversion et ce transfert étant autorisés rapidement, sans restriction, discrimination ni taxes y afférentes, au taux de change applicable à la date de conversion et de transfert.

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

Article 19

Consultations

3. L'une ou l'autre Partie Contractante peut, à tout moment, demander des consultations sur l'interprétation, l'application, la mise en œuvre ou l'aménagement du présent Accord.

4. Ces consultations commenceront dans les trente (30) jours qui suivent la date à laquelle l'autre Partie Contractante aura reçu une demande, à moins que les Parties Contractantes n'en conviennent autrement.

Article 20

Règlement des différends

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



2. Si les Autorités Aéronautiques des Parties Contractantes ne parviennent pas à un accord, le règlement du différend peut être recherché par voie de consultations diplomatiques. Ces consultations commencent dans un délai de soixante (60) jours à compter de la date de réception d'une demande de consultation émanant d'une Partie Contractante.

3. Si les Parties Contractantes ne parviennent pas à un règlement par voie de négociations conformément aux paragraphes 1 et 2 du présent article, elles peuvent soit convenir de soumettre le différend pour décision à une personne ou à un organisme désigné d'un commun accord soit, à la demande de l'une ou l'autre des Parties Contractantes, le soumettre pour décision à un tribunal composé de trois arbitres. Dans ce cas, chaque Partie Contractante désigne un arbitre ; le troisième arbitre, qui ne doit pas être ressortissant d'une des Parties Contractantes, est désigné par ces deux arbitres et exerce les fonctions de président du tribunal. Chaque Partie Contractante désigne son arbitre dans les soixante (60) jours suivant la date de réception par l'une ou l'autre d'entre elles de la demande d'arbitrage émanant de l'autre Partie Contractante et transmise par la voie diplomatique ; le troisième arbitre est désigné dans les soixante (60) jours suivant la désignation des deux premiers. Si l'une des Parties Contractantes ne désigne pas d'arbitre dans le délai prescrit ou si le troisième arbitre n'a pas été désigné dans le délai prescrit, le Président du Conseil de l'Organisation de l'Aviation Civile Internationale peut, à la demande de l'une quelconque des Parties Contractantes, procéder à la désignation d'un, ou, selon le cas, de plusieurs arbitres.

4. Le tribunal d'arbitrage fixe librement ses règles de procédures. Les frais des arbitres nationaux sont à la charge des Parties Contractantes qui les ont désignés. Toutes les autres dépenses du tribunal d'arbitrage sont partagées à égalité entre les Parties Contractantes.

5. Les Parties Contractantes se conforment à toute décision rendue en vertu du paragraphe 3 du présent article.

6. Si l'une des Parties Contractantes ne se conforme pas à une décision rendue en vertu du paragraphe 3 du présent article et tant qu'elle persiste à ne pas s'y conformer, l'autre Partie Contractante peut limiter, refuser ou abroger tout droit ou privilège accordé en vertu du présent Accord.

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Article 21
Amendements

1. L'une ou l'autre des Parties Contractantes peut à tout moment demander des consultations avec l'autre Partie Contractante aux fins d'amender le présent Accord. Ces consultations commenceront dans les soixante (60) jours de la réception de cette demande.
2. Tout amendement entrera en vigueur lorsqu'il aura été confirmé par un échange de notes diplomatiques.
3. Tout amendement de l'Annexe du présent Accord pourra être fait par accord écrit entre les autorités aéronautiques des Parties Contractantes.

Article 22
Accords multilatéraux

Si un accord multilatéral concernant le transport aérien entre en vigueur à l'égard des Parties Contractantes, le présent Accord sera amendé de façon qu'il soit conforme aux dispositions de cet accord multilatéral.

Article 23
Dénonciation

1. Chaque Partie Contractante peut à tout moment notifier à l'autre Partie Contractante, par écrit et par la voie diplomatique, sa décision de dénoncer le présent Accord. Cette notification sera communiquée simultanément à l'OACI.
2. L'Accord prendra fin douze mois après la date de réception de la notification par l'autre Partie Contractante, sauf si ladite notification est retirée par accord mutuel avant l'expiration de cette période.
3. À défaut d'accusé de réception de la part de l'autre Partie Contractante, la notification sera réputée lui être parvenue quatorze (14) jours après la date de sa réception par l'OACI.

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Article 24

Entrée en vigueur

Le présent Accord entre en vigueur après que les Parties Contractantes se seront mutuellement avisées par voie diplomatique de l'achèvement de leurs procédures internes requises pour son entrée en vigueur.

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

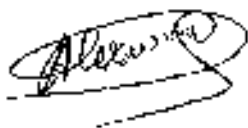
Article 25

Enregistrement auprès de l'OACI

Le présent Accord, et tout amendement qui pourra y être apporté, sera enregistré dès son entrée en vigueur auprès de l'Organisation de l'Aviation Civile Internationale par les Parties Contractantes.

Fait à Abidjan, le 27 novembre 2015, en deux (02) exemplaires originaux, en langue française.

**Pour le Gouvernement de la
République du Rwanda**



Dr. Alexis NZAHABWANIMANA
Secrétaire d'Etat Chargé des
Transports

**Pour le Gouvernement de la
République de Côte d'Ivoire**



Gaoussou TOURE
Ministre des Transports

**ANNEXE
TABLEAUX DES ROUTES**

Les compagnies aériennes désignées de chaque Partie Contractante auront le droit d'assurer les services aériens selon les tableaux des routes suivants:

a) Routes exploitées par la (les) compagnie(s) désignée(s) de la République de Côte d'Ivoire :

Points en Côte d'Ivoire	Points intermédiaires	Points au Rwanda	Points au-delà
Tous points	A spécifier	Kigali	A spécifier

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

Points au Rwanda	Points intermédiaires	Points En Côte d'Ivoire	Points au-delà
Tous points	A spécifier	Abidjan	A spécifier

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<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 058/01 of 04/03/2020 ryemeza burundu Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Côte d'Ivoire yakorewe Abidjan, ku wa 27 Ugushyingo 2015</p>	<p>Seen to be annexed to Presidential Order n° 058/01 of 04/03/2020 ratifying the Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Côte d'Ivoire done at Abidjan, on 27 November 2015</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 058/01 of 04/03/2020 ratifiant l'Accord relatif au transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Côte d'Ivoire fait à Abidjan, le 27 novembre 2015</p>
<p>Kigali, ku wa 04/03/2020</p> <p>(sé) KAGAME Paul Perezida wa Repubulika</p>	<p>Kigali, on 04/03/2020</p> <p>(sé) KAGAME Paul President of the Republic</p>	<p>Kigali, le 04/03/2020</p> <p>(sé) KAGAME Paul Président de la République</p>
<p>(sé) Dr NGIRENTE Edouard Minisitiri w'Intebe</p>	<p>(sé) Dr NGIRENTE Edouard Prime Minister</p>	<p>(sé) Dr NGIRENTE Edouard Premier Ministre</p>
<p>Bibonywe kandi bishyizweho Ikirango cya Repubulika:</p> <p>(sé) BUSINGYE Johnston Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta</p>	<p>Seen and sealed with the Seal of the Republic:</p> <p>(sé) BUSINGYE Johnston Minister of Justice/Attorney General</p>	<p>Vu et scellé du Sceau de la République:</p> <p>(sé) BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux</p>

<p>ITEKA RYA PEREZIDA N° 059/01 RYO KU WA 04/03/2020 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA YA GINEYA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA YAKOREWE I CONAKRY, KU WA 09 WERURWE 2016</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° 059/01 OF 04/03/2020 RATIFYING AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF GUINEA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA DONE AT CONAKRY, ON 09 MARCH 2016</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° 059/01 DU 04/03/2020 RATIFIANT L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE GUINÉE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA FAIT À CONAKRY, LE 09 MARS 2016</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° 059/01 RYO KU WA 04/03/2020 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA YA GINEYA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA YAKOREWE I CONAKRY, KU WA 09 WERURWE 2016</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 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;</p> <p>Dushingiye ku Itegeko n° 50/2016 ryo ku wa 28/11/2016 ryemera kwemeza burundu amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Repubulika y'u Rwanda na Repubulika ya Gineya yashyirirweho umukono i <i>Conakry</i> muri Gineya, ku wa 09 Werurwe 2016;</p> <p>Tumaze kubona Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika ya Gineya na</p>	<p>PRESIDENTIAL ORDER N° 059/01 OF 04/03/2020 RATIFYING AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF GUINEA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA DONE AT CONAKRY, ON 09 MARCH 2016</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° 50/2016 of 28/11/2016 approving ratification of the air services agreement between the Republic of Rwanda and the Republic of Guinea signed at Conakry, Guinea, on 09 March 2016;</p> <p>Considering the Air Services Agreement between the Government of the Republic of Guinea and the Government of the Republic</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 059/01 DU 04/03/2020 RATIFIANT L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE GUINÉE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA FAIT À CONAKRY, LE 09 MARS 2016</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° 50/2016 du 28/11/2016 approuvant la ratification de l'accord relatif au transport aérien entre la République du Rwanda et la République de Guinée signé à Conakry, en Guinée, le 09 Mars 2016;</p> <p>Considérant l'Accord relatif aux services aériens entre le Gouvernement de la République de Guinée et le Gouvernement de la République du Rwanda fait à Conakry, le 09 Mars 2016;</p>
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<p>Guverinoma ya Repubulika y'u Rwanda yakorewe i <i>Conakry</i>, ku wa 09 Werurwe 2016;</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 Gineya na Guverinoma ya Repubulika y'u Rwanda, yakorewe i <i>Conakry</i>, ku wa 09 Werurwe 2016, ari ku mugereka w'iri teka, yemejwe burundu, kandi atangiye gukurikizwa uko yakabaye.</p> <p><u>Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka</u></p> <p>Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.</p>	<p>of Rwanda done at Conakry, on 09 March 2016;</p> <p>On proposal by the Minister of Infrastructure;</p> <p>After consideration and approval by the Cabinet;</p> <p>HAVE ORDERED AND ORDER:</p> <p><u>Article One: Ratification</u></p> <p>The Air Services Agreement between the Government of the Republic of Guinea and the Government of the Republic of Rwanda done at Conakry, on 09 March 2016, 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>Sur proposition du Ministre des Infrastructures;</p> <p>Après examen et adoption par le Conseil des Ministres;</p> <p>AVONS ARRÊTÉ ET ARRÉTONS:</p> <p><u>Article premier: Ratification</u></p> <p>L'Accord relatif aux services aériens entre le Gouvernement de la République de Guinée et le Gouvernement de la République du Rwanda fait à Conakry, le 09 mars 2016, 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 Etrangères 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 tegeko ritangirira gukurikizwa</u></p> <p>Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p><u>Article 3: Commencement</u></p> <p>This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p><u>Article 3: Entrée en vigueur</u></p> <p>Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
<p>Kigali, ku wa 04/03/2020</p> <p>(sé) KAGAME Paul Perezida wa Repubulika</p>	<p>Kigali, on 04/03/2020</p> <p>(sé) KAGAME Paul President of the Republic</p>	<p>Kigali, le 04/03/2020</p> <p>(sé) KAGAME Paul Président de la République</p>
<p>(sé) Dr NGIRENTE Edouard Minisitiri w'Intebe</p>	<p>(sé) Dr NGIRENTE Edouard Prime Minister</p>	<p>(sé) Dr NGIRENTE Edouard Premier Ministre</p>
<p>Bibonywe kandi bishyizweho Ikirango cya Repubulika:</p> <p>(sé) BUSINGYE Johnston Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta</p>	<p>Seen and sealed with the Seal of the Republic:</p> <p>(sé) BUSINGYE Johnston Minister of Justice/Attorney General</p>	<p>Vu et scellé du Sceau de la République:</p> <p>(sé) BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux</p>

<p>UMUGEREKA W'ITEKA RYA PEREZIDA N° 059/01 RYO KU WA 04/03/2020 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA YA GINEYA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA YAKOREWE I CONAKRY, KU WA 09 WERURWE 2016</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 059/01 OF 04/03/2020 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF GUINEA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA DONE AT CONAKRY, ON 09 MARCH 2016</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 059/01 DU 04/03/2020 RATIFIANT L'ACCORD RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE GUINÉE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA FAIT À CONAKRY, LE 09 MARS 2016</p>
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ACCORD RELATIF AUX SERVICES AERIENS

ENTRE

**LE GOUVERNEMENT
DE LA REPUBLIQUE DE GUINEE**

ET

**LE GOUVERNEMENT
DE LA REPUBLIQUE DU RWANDA**

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Le Gouvernement de la République de Guinée, d'une part ;

Et

Le Gouvernement de la République du Rwanda, d'autre part ;

Ci-après dénommés les « **Parties Contractantes** » ;

Étant parties à la Convention relative à l'Aviation Civile Internationale, ouverte à la signature à Chicago le 7 décembre 1944;

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

Désireux de faciliter le développement des services aériens internationaux;

Considérant que des services aériens internationaux efficaces et compétitifs favorisent le commerce, la satisfaction des besoins des consommateurs et la croissance économique et ;

Désireux d'assurer au plus haut niveau la sécurité et la sûreté de l'Aviation Civile ;

Sont convenus de ce qui suit ;

Article 1 **Définitions**

Dans le présent Accord, sauf indication contraire, le terme:

a) « **Accord** » signifie le présent Accord, son (ses) Annexe(s) et leurs amendements éventuels;

b) « **Autorités aéronautiques** » signifie, dans le cas de la République de Guinée le Ministre en charge de l'Aviation Civile, et dans le cas de la République du Rwanda le Ministre en charge de l'Aviation Civile ou, dans les deux cas, toute autre autorité ou personne habilitée à remplir les fonctions actuellement exercées par lesdites autorités ;



c) «**Capacité**» est la quantité de services assurés en vertu de l'Accord, généralement mesurée en nombre de vols (fréquence), de sièges ou de tonnes de fret offerts sur un marché (paire de villes ou de pays à pays) ou sur une route pendant une période donnée (jour, semaine, saison ou année) ;

d) «**Compagnie aérienne désignée**» signifie une compagnie aérienne qui a été désignée et autorisée conformément à l'article 3 du présent Accord;

e) «**Convention**» signifie la Convention relative à l'aviation civile internationale ouverte à la signature à Chicago le 7 décembre 1944, y compris les Annexes adoptées en vertu de son article 90 et tout amendement desdites Annexes ou de la Convention en vertu des articles 90 et 94, dans la mesure où ces Annexes et amendements ont pris effet pour les Parties Contractantes ;

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

g) «**Une Partie Contractante**» est un État qui est formellement lié par le présent Accord;

h) [«**Prix**»] ou [«**Tarif**»] signifie la contrepartie du transport aérien (et de tout autre mode de transport relié à ce dernier) de passagers, de bagages et/ou de marchandises (à l'exclusion du courrier) demandée par les compagnies aériennes ou par leurs agents, ainsi que les conditions dans lesquelles ces prix ou tarifs s'appliquent ;

i) «**Redevances d'usage**» signifie les redevances imposées aux compagnies aériennes par les autorités compétentes, ou que celles-ci permettent de leur imposer, pour la fourniture de biens ou d'installations aéroportuaires ou d'installations et services de navigation aérienne, y compris les services et installations connexes, pour les aéronefs, leurs équipages, les passagers et les marchandises ;

j) «**Routes spécifiées** » désigne les routes figurant au tableau des routes annexé au présent Accord ;

k) «**Services agréés**» signifie les services aériens réguliers de transport, distincts ou combinés, de passagers, de courrier et de fret, effectués moyennant rétribution sur les routes spécifiées ;

1) «**Territoire**» d'un État au sens que lui donne l'article 2 de la Convention ;

m) «**Transport aérien**» signifie le transport public, par aéronef, de passagers, de bagages, de marchandises et de courrier, séparément ou en combinaison, contre rémunération ou en vertu d'un contrat de location ;

n) «**Transport aérien intérieur**» est le transport aérien dans lequel les passagers, les bagages, les marchandises et le courrier qui sont embarqués sur le territoire d'un État ont pour destination un autre point du territoire de ce même État ;

o) «**Transport aérien intermodal** » signifie le transport public, par aéronef et par un ou plusieurs modes de transport de surface, de passagers, de bagages, de marchandises et de courrier, séparément ou en combinaison, contre rémunération ou en vertu d'un contrat de location ;

p) «**Transport aérien international** » est le transport aérien dans lequel les passagers, les bagages, les marchandises et le courrier qui sont embarqués sur le territoire d'un État ont pour destination un autre État;

q) «**Service aérien** », «**Service aérien international**» et «**Escale non commerciale**» ont le sens que leur donne l'article 96 de la Convention ; et

r) «**Décision de Yamoussoukro**» : décision relative à la mise en œuvre de la Déclaration de Yamoussoukro concernant la libéralisation de l'accès aux marchés du transport aérien en Afrique, signée le 14 novembre 1999 et approuvée par les Chefs d'Etat de l'OUA en juillet 2000 ;

Article 2 **Octroi de Droits**

1. Chaque Partie Contractante accorde à l'autre Partie Contractante les droits spécifiés au présent Accord en vue d'exploiter des services aériens internationaux sur les routes spécifiées aux tableaux figurant à l'Annexe. Sous réserve des dispositions du présent Accord, la ou les entreprises désignées de chaque Partie Contractante jouira ou jouiront de l'exploitation des services aériens internationaux :

a) le droit de traverser le territoire de l'autre Partie Contractante;

b) le droit de faire des escales sur le territoire de l'autre Partie Contractante à des fins non commerciales ;



c) le droit d'embarquer et de débarquer sur le territoire de l'autre Partie Contractante, aux points spécifiés sur le tableau de routes figurant à l'Annexe du présent Accord, des passagers, des bagages, des marchandises et des envois postaux.

2. Aucune disposition du présent Accord n'est censée conférer aux compagnies aériennes d'une Partie Contractante le droit d'embarquer contre rémunération sur le territoire de l'autre Partie Contractante des passagers, des bagages, des marchandises ou du courrier à destination d'un autre point du territoire de cette autre Partie Contractante.

3. Si par suite d'un conflit armé, de troubles politiques ou de circonstances spéciales et inhabituelles, une entreprise désignée d'une Partie Contractante n'est pas à même d'exploiter un service sur ses routes normales, l'autre Partie Contractante s'efforcera de faciliter la poursuite de l'exploitation de ce service en rétablissant ces routes de façon appropriée, notamment en accordant pour cette période les droits nécessaires pour faciliter une exploitation viable.

Article 3

Désignation et Autorisation

1. Chaque Partie Contractante a le droit de désigner une ou plusieurs compagnies aériennes pour exploiter les services convenus en vertu du présent Accord ainsi que de retirer ou de modifier cette désignation. Cette désignation fera l'objet d'une notification écrite par voie diplomatique entre les autorités aéronautiques des Parties Contractantes.

2. Dès la réception de cette désignation et de la demande de la compagnie aérienne désignée, dans la forme et de la manière prescrites pour l'autorisation d'exploitation, chaque Partie Contractante accorde l'autorisation d'exploitation appropriée avec le minimum de délai de procédure, à condition que :

a) la compagnie aérienne désignée ait son principal établissement sur le territoire de la Partie Contractante qui l'a désignée ;

b) la Partie Contractante qui a désigné la compagnie ait et maintienne sur elle un contrôle réglementaire effectif;

c) la Partie Contractante qui a désigné la compagnie se conforme aux dispositions de l'article 7 (Sécurité) et de l'article 8 (Sûreté de l'Aviation) du présent Accord ;

d) la compagnie désignée soit à même de respecter les autres conditions prescrites par les lois et la réglementation normalement appliquées à l'exploitation de services de transport aérien international par la Partie Contractante qui examine la demande.

3. Dès réception de l'autorisation d'exploitation versée au paragraphe 2, une compagnie aérienne désignée peut à tout moment commencer à exploiter les services convenus pour lesquels elle est ainsi désignée, à condition qu'un tarif établi conformément aux dispositions de l'Article 14 du présent Accord soit en vigueur.

Article 4

Refus, révocation et limitation de l'autorisation

1. Les autorités aéronautiques de chaque Partie Contractante ont le droit de refuser les autorisations prévues à l'article 3 (Désignation et autorisation) et de révoquer ou suspendre ces autorisations ou d'imposer des conditions, de façon temporaire ou permanente si :

a) elles n'ont pas la preuve que la compagnie désignée a son principal établissement sur le territoire de la Partie Contractante désignant l'entreprise ;

b) elles n'ont pas la preuve que la Partie Contractante qui a désigné la compagnie a et maintient sur elle un contrôle réglementaire effectif;

c) la Partie Contractante désignant l'entreprise ne se conforme pas aux dispositions de l'article 7 (Sécurité) ou de l'article 8 (Sûreté de l'aviation) du présent Accord ;

d) la compagnie désignée n'est pas à même de respecter les autres conditions prescrites par les lois et règlements normalement appliqués à l'exploitation de services de transport aérien international par la Partie Contractante qui a reçu la désignation.

2. À moins que des mesures immédiates ne soient indispensables pour empêcher des infractions à la législation ou à la réglementation susmentionnées ou à moins que la sécurité ou la sûreté n'exige des mesures en vertu des dispositions des articles 7 (Sécurité) ou 8 (Sûreté), les droits énoncés au paragraphe 1 ne seront



exercés qu'après des consultations entre les autorités aéronautiques conformément à l'article 19 (Consultations) du présent Accord.

Article 5 **Application des lois et règlements**

1. Les lois et règlements d'une Partie Contractante régissant l'entrée sur son territoire ou le départ de son territoire des aéronefs exploités dans les services aériens internationaux, ou l'exploitation et la navigation de ces aéronefs alors qu'ils se trouvent sur son territoire, s'appliquent aux aéronefs de la compagnie aérienne désignée par chaque Partie Contractante.
2. Les lois et règlements d'une Partie Contractante relatifs à l'entrée et au séjour sur son territoire ainsi qu'au départ de son territoire de passagers, de membres d'équipage et de marchandises, y compris le courrier, tels que ceux qui régissent l'immigration, la douane, les devises ainsi que la santé publique et la quarantaine, s'appliquent aux passagers, aux membres d'équipage, aux marchandises et au courrier acheminés par les aéronefs de la compagnie aérienne désignée de chaque Partie Contractante lorsqu'ils se trouvent sur ledit territoire.
3. Aucune Partie Contractante n'accordera à sa propre compagnie aérienne ni à aucune autre une préférence par rapport à une compagnie aérienne désignée par une autre Partie Contractante et exerçant des activités semblables de transport aérien international, dans l'application de ses règlements relatifs à l'immigration, à la douane, à la quarantaine et aux autres domaines.

Article 6 **Reconnaissance des Certificats**

1. Les certificats de navigabilité, brevets d'aptitude et licences délivrés ou validés par une Partie Contractante et toujours en vigueur sont reconnus valables par l'autre Partie Contractante aux fins de l'exploitation des services convenus.
2. Chaque Partie Contractante se réserve cependant le droit de ne pas reconnaître, pour le survol de son propre territoire et pour l'atterrissage sur son territoire, les brevets d'aptitude et les licences accordés à ses propres ressortissants par une autre Partie Contractante.

Article 7
Sécurité

1. Chaque Partie Contractante peut en tout temps demander des consultations au sujet des normes de sécurité adoptées par une autre Partie Contractante dans des domaines qui se rapportent aux installations et services aéronautiques, aux équipages de conduite, aux aéronefs et à l'exploitation des aéronefs. Ces consultations auront lieu dans les trente (30) jours suivant la demande.

2. Si, à la suite de ces consultations, une Partie Contractante estime que l'autre Partie Contractante ne requiert pas ou n'applique pas effectivement, dans le domaine mentionné au paragraphe 1, des normes de sécurité au moins égales aux normes minimales instituées au moment considéré en application de la Convention, elle informe l'autre Partie Contractante de ces consultations et l'autre Partie Contractante adopte des mesures correctives en conséquence. Si l'autre Partie Contractante ne prend pas des mesures dans un délai de trente (30) jours ou dans un délai plus long éventuellement arrêté d'un commun accord, il y a lieu d'appliquer l'article 4 du présent Accord (Révocation ou Suspension d'une autorisation d'exploitation).

3. Nonobstant les obligations énoncées par l'article 33 de la Convention, il est convenu que tout aéronef exploité ou loué par le ou les transporteur(s) aérien(s) d'une Partie Contractante pour des services à destination ou en provenance du territoire de l'autre Partie Contractante peut, pendant son séjour sur le territoire de l'autre Partie Contractante, être soumis par les représentants habilités de l'autre Partie Contractante à un examen à bord ou à l'extérieur de l'aéronef afin de vérifier la validité des documents de l'aéronef et de ceux de son équipage ainsi que l'état apparent de l'aéronef et de ses équipements pour autant que cela n'entraîne pas un retard déraisonnable.

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

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

b) des motifs sérieux de craindre des déficiences dans l'adoption et la mise en œuvre effective de normes de sécurité en vigueur au moment considéré conformément à la Convention, la Partie Contractante qui effectue l'inspection est, conformément à l'article 33 de la Convention, libre de conclure que les

critères suivant lesquels les certificats ou les licences relatifs à cet aéronef, à son opérateur ou à son équipage ont été délivrés ou validés ne sont pas égaux ou supérieurs aux normes minimales en vigueur au moment considéré conformément à la Convention.

5. En cas de refus d'accès à un aéronef exploité par le ou les transporteur(s) aérien(s) d'une Partie Contractante aux fins de son inspection au sol conformément au paragraphe 3 ci-dessus, l'autre Partie Contractante a toute latitude d'en déduire qu'il existe des motifs sérieux du type de ceux mentionnés au paragraphe 4 ci-dessus et d'en tirer les conclusions mentionnées au même paragraphe.

6. Chaque Partie Contractante se réserve le droit de suspendre ou de modifier immédiatement l'autorisation d'exploitation accordée à un ou plusieurs transporteur(s) aérien(s) de l'autre Partie Contractante si, à la suite d'une inspection au sol, d'une série d'inspections au sol, d'un refus d'accès pour inspection au sol, de consultations ou de toute autre forme de dialogue, elle conclut à la nécessité d'agir immédiatement pour assurer la sécurité de l'exploitation d'un ou de plusieurs transporteur(s) aérien(s).

7. Toute mesure prise par une Partie Contractante conformément aux paragraphes 2 ou 6 ci-dessus est suspendue dès que les faits qui l'ont motivée ont cessé d'exister.

Article 8 **Sûreté de l'aviation**

1. Conformément à leurs droits et obligations en vertu du droit international, les Parties Contractantes réaffirment que leur obligation mutuelle de protéger l'Aviation Civile contre les actes d'intervention illicite, pour en assurer la sûreté, fait partie intégrante du présent Accord. Sans limiter la généralité de leurs droits et obligations en vertu du droit international, les Parties Contractantes agissent, en particulier, conformément aux dispositions de la Convention relative aux infractions et à certains autres actes survenant à bord des aéronefs, signée à Tokyo le 14 septembre 1963, de la Convention pour la répression de la capture illicite d'aéronefs, signée à La Haye le 16 décembre 1970, et de toute autre convention internationale et/ou protocole qui sont en vigueur dans les deux Etats relatifs à la sûreté de l'Aviation Civile.

2. Les Parties Contractantes s'accordent mutuellement, sur demande, toute l'assistance nécessaire pour prévenir les actes de capture illicite d'aéronefs civils et autres actes illicites dirigés contre la sécurité de ces aéronefs, de leurs passagers et de leurs équipages, des aéroports et des installations et services de navigation aérienne, ainsi que toute autre menace pour la sûreté de l'Aviation Civile Internationale.

3. Les Parties Contractantes, dans leurs rapports mutuels, se conforment aux dispositions relatives à la sûreté de l'aviation qui ont été établies par l'Organisation de l'Aviation Civile Internationale et qui sont désignées comme Annexes à la Convention ; elles exigent des exploitants d'aéronefs immatriculés par elles, ou des exploitants d'aéronefs qui ont le siège principal de leur exploitation ou leur résidence permanente sur leur territoire, et des exploitants d'aéroports situés sur leur territoire, qu'ils se conforment à ces dispositions relatives à la sûreté de l'aviation.

4. Chaque Partie Contractante convient que ces exploitants d'aéronefs peuvent être tenus d'observer les dispositions relatives à la sûreté de l'Aviation Civile dont il est question au paragraphe 3 et que toute autre Partie Contractante prescrit pour l'entrée et le séjour sur son territoire et pour la sortie de son territoire. Chaque Partie Contractante veille à ce que des mesures adéquates soient appliquées effectivement sur son territoire pour protéger les aéronefs et pour assurer l'inspection des passagers, des équipages, des bagages à main, des bagages, du fret et des provisions de bord, avant et pendant l'embarquement ou le chargement. Chaque Partie Contractante examine aussi avec bienveillance toute demande que lui adresse l'autre Partie Contractante en vue d'obtenir que des mesures spéciales de sûreté raisonnables soient prises pour faire face à une menace particulière.

5. En cas d'incident ou de menace d'incident de capture illicite d'aéronefs civils ou d'autres actes illicites dirigés contre la sécurité de ces aéronefs, de leurs passagers et de leurs équipages, des aéroports ou des installations et services de navigation aérienne, les Parties Contractantes s'entraident en facilitant les communications et autres mesures appropriées, destinées à mettre fin avec rapidité et sécurité à cet incident ou à cette menace d'incident.

6. Si une Partie Contractante a des motifs raisonnables de croire que l'autre Partie Contractante s'est écartée des dispositions du présent article, ses autorités aéronautiques peuvent demander des consultations. Ces consultations débiteront dans les quinze (15) jours de la réception de la demande. L'absence

d'accord satisfaisant dans les quinze (15) jours suivant le début des consultations constituera un motif pour refuser, révoquer ou suspendre les autorisations de la compagnie ou des compagnies désignées par l'autre Partie Contractante ou pour imposer des conditions à ces autorisations. Si une urgence le justifie, ou pour éviter que ne se poursuive la non-conformité aux dispositions du présent article, une Partie Contractante peut en tout temps prendre des mesures provisoires.

Article 9

Principes régissant l'exploitation des services agréés

1. La ou les compagnies aériennes désignées de chaque Partie Contractante auront des possibilités équitables et égales d'exploiter des vols sur toute route convenue entre les territoires des Parties Contractantes.
2. Chaque Partie Contractante permet à chaque compagnie aérienne désignée de déterminer la fréquence et la capacité du transport aérien international qu'elle offre en fonction de considérations commerciales du marché.
3. Dans l'exploitation des services agréés, les entreprises de transport aérien désignées devront prendre en considération leurs intérêts mutuels afin de ne pas affecter indument leurs services respectifs.
4. Les services assurés par une compagnie aérienne désignée en vertu des dispositions du présent Accord auront pour but essentiel de fournir une capacité de transport suffisante pour répondre aux demandes de trafic entre le pays dont ladite compagnie a la nationalité et le pays de destination finale du trafic. Le droit d'embarquer ou de débarquer sur ces services du trafic international à destination ou en provenance de pays tiers en un ou plusieurs points des routes indiquées dans le présent Accord sera exercé conformément aux principes généraux de développement ordonné du transport aérien international auxquels souscrivent les deux Parties Contractantes et sera soumis au principe général selon lequel la capacité doit être en rapport avec :
 - a) les besoins de trafic entre le pays d'origine et les pays de destination finale ;
 - b) les exigences de l'exploitation de services qui se poursuivent au-delà de points situés sur le territoire des Parties Contractantes ;
 - c) les besoins de trafic de la région traversée par la compagnie aérienne, compte tenu des services locaux et régionaux.

5. Chaque Partie Contractante convient de prendre des mesures pour éliminer toutes les formes de discrimination ou de pratiques concurrentielles déloyales nuisant à la position concurrentielle d'une compagnie aérienne désignée de l'autre Partie Contractante.

6. Des consultations entre les Parties Contractantes seront organisées chaque fois qu'une Partie Contractante demandera que la capacité offerte dans le cadre de l'Accord soit revue, afin d'assurer l'application des principes de l'Accord qui régissent l'exploitation des services.

Article 10

Arrangements de partage de codes/de coopération

1. Pour exploiter ou offrir les services autorisés sur les routes convenues, toute compagnie aérienne désignée d'une Partie Contractante peut conclure des arrangements de commercialisation en coopération notamment en matière de coentreprises, de réservation de capacité et de partage de codes avec :

a) une ou plusieurs compagnies aériennes de l'une ou l'autre Partie Contractante;

b) une ou plusieurs compagnies aériennes d'un pays tiers signataire de la décision de Yamoussoukro;

Sous réserve que toutes les compagnies aériennes qui concluent ces arrangements :

i) détiennent les autorisations appropriées et

ii) répondent aux conditions normalement appliquées à ces arrangements.

2. Les Parties Contractantes conviennent de prendre les mesures nécessaires pour faire en sorte que les consommateurs soient pleinement informés et protégés en ce qui concerne les vols en partage de code exploités en direction ou en provenance de leur territoire et que, au minimum, les renseignements nécessaires soient fournis aux passagers comme suit:

a) par le personnel de la compagnie aérienne au moment de la réservation et à toutes les étapes du voyage ;

b) par écrit, sur le billet et/ou tout autre document remplaçant le billet, comme une confirmation écrite, y compris des renseignements sur la personne à contacter en cas de problème ainsi qu'une indication claire de la compagnie aérienne responsable en cas de dommage ou d'accident.

Article 11
Location d'aéronefs

Les compagnies aériennes désignées de chaque Partie Contractante peuvent exploiter les services visés par le présent Accord au moyen d'aéronefs loués qui répondent aux conditions applicables de sécurité et de sûreté.

Article 12
Approbation des programmes de vols

1. La compagnie aérienne désignée de chaque Partie Contractante soumettra pour approbation aux autorités aéronautiques de l'autre Partie Contractante le programme de vols qu'elle envisage au moins trente (30) jours avant que les services convenus ne soient assurés. Elle fera de même pour toute modification de ce programme.

2. Dans le cas de vols supplémentaires que la compagnie aérienne désignée d'une Partie Contractante souhaite assurer sur les services convenus en dehors de l'horaire approuvé, cette compagnie demandera l'autorisation préalable des autorités aéronautiques de l'autre Partie Contractante. Ces demandes seront soumises au moins trois (3) jours ouvrables avant l'exécution des vols.

Article 13
Statistiques

Les autorités aéronautiques des Parties Contractantes se communiquent mutuellement, sur demande, des statistiques périodiques ou d'autres renseignements similaires relatifs au trafic acheminé sur les services convenus.

Article 14
Tarifs

1. Les tarifs sur les services visés par le présent Accord sont établis par la ou les compagnies aériennes désignées à des taux raisonnables, compte dûment tenu de tous les éléments d'appréciation, notamment des intérêts des usagers, du coût d'exploitation, des caractéristiques du service, d'un bénéfice raisonnable et d'autres considérations commerciales relatives au marché. Il ne sera pas exigé que les tarifs demandés par les compagnies aériennes soient approuvés par l'une ou l'autre des Parties Contractantes.

2. Chaque Partie Contractante peut exiger la notification ou le dépôt des tarifs que la ou les compagnies aériennes désignées proposent d'appliquer pour le transport à destination ou en provenance de son territoire.

3. Les Parties Contractantes conviennent d'accorder une attention particulière aux tarifs qui pourraient être inadmissibles parce que excessivement discriminatoires, indûment élevés ou restrictifs en raison de l'abus d'une "position dominante, artificiellement bas en raison de subventions ou d'un appui direct ou indirect.

Article 15 **Redevances d'usage**

1. Aucune des Parties Contractantes n'imposera ou ne permettra que soient imposées aux compagnies aériennes désignées par l'autre Partie Contractante des redevances d'usage plus élevées que celles qui sont imposées à ses propres compagnies exploitant des services internationaux similaires.

2. Les aéroports, les voies aériennes, les services de contrôle de la circulation aérienne et de navigation aérienne, la sûreté de l'aviation et les autres installations et services connexes qui sont fournis sur le territoire d'une Partie Contractante seront mis à la disposition des compagnies aériennes de l'autre Partie Contractante à des conditions qui ne seront pas moins favorables que les conditions les plus favorables offertes à toute compagnie assurant des services aériens internationaux similaires au moment où sont conclues les modalités de leur utilisation.

Article 16 **Droits de douane**

1. Chaque Partie Contractante exempte sur une base de réciprocité une compagnie aérienne désignée par l'autre Partie Contractante, dans toute la mesure que permet sa législation nationale, des droits de douane, taxes d'accise, frais de visite et autres droits et redevances nationaux sur les aéronefs, le carburant, les lubrifiants, les fournitures à usage technique consommables, les pièces de rechange y compris les moteurs, l'équipement ordinaire des aéronefs, les provisions de bord et autres articles destinés à l'utilisation ou utilisés uniquement en rapport avec l'exploitation ou l'entretien courant des aéronefs de

la compagnie aérienne désignée de l'autre Partie Contractante qui exploite les services convenus.

2. Les exemptions accordées par le présent article s'appliquent aux articles visés au paragraphe 1 :

a) introduits sur le territoire de la Partie Contractante considérée par ou au nom de la compagnie aérienne désignée par une autre Partie Contractante ;

b) conservés à bord des aéronefs de la compagnie aérienne désignée d'une Partie Contractante à l'arrivée sur le territoire ou au départ du territoire de l'autre Partie Contractante ; ou

c) embarqués à bord d'aéronefs de la compagnie aérienne désignée par une Partie Contractante sur le territoire de l'autre Partie Contractante et destinés à être utilisés dans l'exploitation des services convenus, que ces articles soient ou non utilisés ou consommés entièrement sur le territoire de la Partie Contractante qui accorde l'exemption, pourvu qu'il n'y ait pas de cession de la propriété de ces articles sur le territoire de ladite Partie Contractante.

3. L'équipement de bord ordinaire ainsi que les matériaux et fournitures normalement conservés à bord des aéronefs d'une compagnie aérienne désignée de l'une ou l'autre Partie Contractante ne peuvent être déchargés sur le territoire de l'autre Partie Contractante qu'avec l'approbation des autorités douanières de ce territoire. En pareil cas, ils peuvent être placés sous la supervision desdites autorités jusqu'au moment où ils seront réexportés ou jusqu'à ce qu'il en soit autrement disposé en conformité avec la réglementation douanière.

4. Les exonérations prévues au présent article sont également accordées lorsque le ou les transporteur(s) aérien(s) désigné(s) d'une Partie contractante ont conclu avec un autre transporteur aérien bénéficiant des mêmes exonérations de la Part de l'autre Partie Contractante des contrats en vue du Prêt ou du transfert sur le territoire de l'autre Partie Contractante des produits intentionnés aux paragraphes 1 et 2 du présent article.

Article 17

Activités commerciales

1. Chaque Partie Contractante accorde aux compagnies aériennes de l'autre Partie Contractante le droit de vendre et de commercialiser sur son territoire les Produits des services aériens internationaux et services apparentés (directement

ou par le biais d'agents ou d'autres intermédiaires choisis par la compagnie aérienne), y compris le droit d'établir des bureaux sur réseau et hors réseau

2. Conformément à la réglementation nationale de chaque partie contractante, chaque compagnie aérienne peut vendre des services de transport dans la monnaie de cette Partie ou en devises librement convertibles d'autres pays, et toute personne sera libre d'acheter ces services de transport en devises admises.

3. La ou les compagnies aériennes désignées d'une Partie Contractante sont autorisées à faire entrer et à maintenir sur le territoire de l'autre Partie Contractante leurs représentants et leur personnel commercial, opérationnel et technique nécessaires dans le cadre de l'exploitation des services convenus.

4. Les représentants et le personnel sont soumis aux lois et règlements en vigueur de l'autre Partie Contractante, dans le cadre desquels:

a) chaque Partie Contractante, avec le délai minimal, accorde aux représentants et au personnel prévus au paragraphe 3 les autorisations d'emploi, visas de visiteur et autres documents similaires nécessaires ;

b) les Parties Contractantes faciliteront et accéléreront les formalités relatives aux autorisations d'emploi pour le personnel exécutant certaines tâches temporaires d'une durée qui ne dépasse pas quatre-vingt-dix (90) jours.

5. Chaque Partie Contractante autorise les compagnies aériennes désignées de l'autre Partie Contractante à recourir aux services et au personnel de l'autre Partie Contractante.

Article 18

Conversion des devises et transfert des recettes

1. Chaque Partie Contractante autorise la ou les compagnies aériennes de l'autre Partie Contractante à convertir et transférer à l'étranger, dans le pays de leur choix, toutes les recettes locales provenant de la vente de services de transport aérien et d'activités connexes directement liées au transport aérien qui dépassent les sommes dépensées localement, cette conversion et ce transfert étant autorisés rapidement, sans restriction, discrimination, au taux de change applicable à la date de conversion et de transfert.

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

Article 19 **Consultations**

3. L'une ou l'autre Partie Contractante peut, à tout moment, demander des consultations sur l'interprétation, l'application, la mise en œuvre ou l'amendement du présent Accord.
4. Ces consultations commenceront dans les trente (30) jours qui suivent la date à laquelle l'autre Partie Contractante aura reçu une demande, à moins que les Parties Contractantes n'en conviennent autrement.

Article 20 **Règlement des différends**

1. En cas de différend entre les Parties Contractantes au sujet de l'interprétation ou de l'application du présent Accord, les Parties Contractantes s'efforcent en premier lieu de le régler par voie de négociations.
2. Si les Autorités Aéronautiques des Parties Contractantes ne parviennent pas à un accord, le règlement du différend peut être recherché par voie de consultations diplomatiques. Ces consultations commencent dans un délai de soixante (60) jours à compter de la date de réception d'une demande de consultation émanant d'une Partie Contractante.
3. Si les Parties Contractantes ne parviennent pas à un règlement par voie de négociations conformément aux paragraphes 1 et 2 du présent article, elles peuvent soit convenir de soumettre le différend pour décision à une personne ou à un organisme désigné d'un commun accord soit, à la demande de l'une ou l'autre des Parties Contractantes, le soumettre pour décision à un tribunal composé de trois arbitres. Dans ce cas, chaque Partie Contractante désigne un arbitre ; le troisième arbitre, qui ne doit pas être ressortissant d'une des Parties Contractantes, est désigné par ces deux arbitres et exerce les fonctions de président du tribunal. Chaque Partie Contractante désigne son arbitre dans les soixante (60) jours suivant la date de réception par l'une ou l'autre d'entre elles de la demande d'arbitrage émanant de l'autre Partie Contractante et transmise par la voie diplomatique ; le troisième arbitre est désigné dans les soixante (60) jours suivant la désignation des deux premiers. Si l'une des Parties Contractantes ne désigne pas d'arbitre dans le délai prescrit ou si le troisième arbitre n'a pas été désigné dans le délai prescrit, le Président du Conseil de l'Organisation de l'Aviation Civile Internationale peut, à la demande de l'une quelconque des

Parties Contractantes, procéder à la désignation d'un, ou, selon le cas, de plusieurs arbitres.

4. Le tribunal d'arbitrage fixe librement ses règles de procédures. Les frais des arbitres sont à la charge des Parties Contractantes qui les ont désignés. Toutes les autres dépenses du tribunal d'arbitrage sont partagées à égalité entre les Parties Contractantes.

5. Les Parties Contractantes se conforment à toute décision rendue en vertu du paragraphe 3 du présent article.

6. Si l'une des Parties Contractantes ne se conforme pas à une décision rendue en vertu du paragraphe 3 du présent article et tant qu'elle persiste à ne pas s'y conformer, l'autre Partie Contractante peut limiter, refuser ou abroger tout droit ou privilège accordé en vertu du présent Accord.

Article 21 Amendements

1. L'une ou l'autre des Parties Contractantes peut à tout moment demander des consultations avec l'autre Partie Contractante aux fins d'amender le présent Accord. Ces consultations commenceront dans les soixante (60) jours de la réception de cette demande.

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

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

Article 22 Accords multilatéraux

Si un accord multilatéral concernant le transport aérien entre en vigueur à l'égard des Parties Contractantes, le présent Accord sera amendé de façon qu'il soit conforme aux dispositions de cet accord multilatéral.

Article 23
Dénonciation

1. Chaque Partie Contractante peut à tout moment notifier à l'autre Partie Contractante, par écrit et par la voie diplomatique, sa décision de dénoncer le présent Accord. Cette notification sera communiquée simultanément à l'OACI.
2. L'Accord prendra fin douze mois après la date de réception de la notification par l'autre Partie Contractante, sauf si ladite notification est retirée par accord mutuel avant l'expiration de cette période.
3. À défaut d'accusé de réception de la part de l'autre Partie Contractante, la notification sera réputée lui être parvenue quatorze (14) jours après la date de sa réception par l'OACI.

Article 24
Enregistrement auprès de l'OACI

Le présent Accord, et tout amendement qui pourra y être apporté, sera enregistré dès son entrée en vigueur auprès de l'Organisation de l'Aviation Civile Internationale par les Parties Contractantes.

Article 25
Entrée en vigueur

Le présent Accord entre en vigueur après que les Parties Contractantes se seront mutuellement avisées par voie diplomatique de l'achèvement de leurs procédures internes requises pour son entrée en vigueur.

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

Fait à Conakry, le ⁰⁹... mars 2016, en deux (02) exemplaires originaux, en langue française.

Pour le Gouvernement de la
République de Guinée

Pour le Gouvernement de la
République du Rwanda



Oyé GUILAVOGUI

Ministre d'Etat, Ministre des Transports



Dr. Alexis NZAHABWANIMANA

Secrétaire d'Etat aux Transports

ANNEXE
TABLEAUX DES ROUTES

Les compagnies aériennes désignées de chaque Partie Contractante auront le droit d'assurer les services aériens selon les tableaux des routes suivants:

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

Points en Guinée	Points intermédiaires	Points au Rwanda	Points au-delà
Tous points	Tous points	Kigali	Tous points

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

Points au Rwanda	Points intermédiaires	Points en Guinée	Points au-delà
Tous points	Tous points	Conakry	Tous points

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 059/01 ryo ku wa 04/03/2020 ryemeza burundu Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika ya Gineya na Guverinoma ya Repubulika y'u Rwanda yakorewe i Conakry, ku wa 09 Werurwe 2016</p>	<p>Seen to be annexed to Presidential Order n° 059/01 du 04/03/2020 ratifying the Air Services Agreement between the Government of the Republic of Guinea and the Government of the Republic of Rwanda done at Conakry, on 09 March 2016</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 059/01 du 04/03/2020 ratifiant l'Accord relatif aux services aériens entre le Gouvernement de la République de Guinée et le Gouvernement de la République du Rwanda fait à Conakry, le 09 mars 2016</p>
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<p>Kigali, ku wa 04/03/2020</p> <p>(sé) KAGAME Paul Perezida wa Repubulika</p>	<p>Kigali, on 04/03/2020</p> <p>(sé) KAGAME Paul President of the Republic</p>	<p>Kigali, le 04/03/2020</p> <p>(sé) KAGAME Paul Président de la République</p>
<p>(sé) Dr NGIRENTE Edouard Minisitiri w'Intebe</p>	<p>(sé) Dr NGIRENTE Edouard Prime Minister</p>	<p>(sé) Dr NGIRENTE Edouard Premier Ministre</p>
<p>Bibonywe kandi bishyizweho Ikirango cya Repubulika:</p> <p>(sé) BUSINGYE Johnston Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta</p>	<p>Seen and sealed with the Seal of the Republic:</p> <p>(sé) BUSINGYE Johnston Minister of Justice/Attorney General</p>	<p>Vu et scellé du Sceau de la République:</p> <p>(sé) BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux</p>

<p>ITEKA RYA PEREZIDA N° 060/01 RYO KU WA 04/03/2020 RYEMEZA BURUNDU AMASEZERANO AHURIWEHO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA UGANDA YAKOREWE I KIGALI, KU WA 10 UKUBOZA 2015</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° 060/01 OF 04/03/2020 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF UGANDA DONE AT KIGALI, ON 10 DECEMBER 2015</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° 060/01 DU 04/03/2020 RATIFIANT L'ACCORD BILATÉRAL RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE D'UGANDA FAIT À KIGALI, LE 10 DÉCEMBRE 2015</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° 060/01 RYO KU WA 04/03/2020 RYEMEZA BURUNDU AMASEZERANO AHURIWEHO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA UGANDA YAKOREWE I KIGALI, KU WA 10 UKUBOZA 2015</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° 51/2016 ryo ku wa 28/11/2016 ryemera kwemeza burundu amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Repubulika y'u Rwanda na Repubulika ya Uganda yashyiriweho umukono i Kigali, mu Rwanda, ku wa 10 Ukuboza 2015;</p> <p>Tumaze kubona Amasezerano ahuriweho ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya</p>	<p>PRESIDENTIAL ORDER N° 060/01 OF 04/03/2020 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF UGANDA DONE AT KIGALI, ON 10 DECEMBER 2015</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° 51/2016 of 28/11/2016 approving ratification of the air services agreement between the Republic of Rwanda and the Republic of Uganda signed at Kigali, Rwanda, on 10 December 2015;</p> <p>Considering the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 060/01 DU 04/03/2020 RATIFIANT L'ACCORD BILATÉRAL RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE D'OUGANDA FAIT À KIGALI, LE 10 DÉCEMBRE 2015</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° 51/2016 du 28/11/2016 approuvant la ratification de l'Accord relatif au transport aérien entre la République du Rwanda et la République d'Ouganda signé à Kigali, au Rwanda, le 10 décembre 2015;</p> <p>Considérant l'Accord bilatéral relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de</p>
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<p>Uganda yakorewe i Kigali, ku wa 10 Ukuboza 2015;</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 ahuriweho ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Uganda yakorewe i Kigali, ku wa 10 Ukuboza 2015, ari ku mugereka w'iri teka yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.</p> <p><u>Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka</u></p> <p>Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.</p>	<p>the Republic of Uganda done at Kigali, on 10 December 2015;</p> <p>On proposal by the Minister of Infrastructure;</p> <p>After consideration and approval by the Cabinet;</p> <p>HAVE ORDERED AND ORDER:</p> <p><u>Article One: Ratification</u></p> <p>The Bilateral Air Services agreement between the Government of the Republic of Rwanda and the Government of the Republic of Uganda done at Kigali, on 10 December 2015, 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>la République d'Ouganda fait à Kigali, le 10 décembre 2015;</p> <p>Sur proposition du Ministre des Infrastructures;</p> <p>Après examen et adoption par le Conseil des Ministres;</p> <p>AVONS ARRÊTÉ ET ARRÊTONS:</p> <p><u>Article premier: Ratification</u></p> <p>L'Accord bilatéral relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République d'Ouganda fait à Kigali, le 10 décembre 2015, 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>
<p>Kigali, ku wa 04/03/2020</p> <p>(sé) KAGAME Paul Perezida wa Repubulika</p>	<p>Kigali, on 04/03/2020</p> <p>(sé) KAGAME Paul President of the Republic</p>	<p>Kigali, le 04/03/2020</p> <p>(sé) KAGAME Paul Président de la République</p>
<p>(sé) Dr NGIRENTE Edouard Minisitiri w'Intebe</p>	<p>(sé) Dr NGIRENTE Edouard Prime Minister</p>	<p>(sé) Dr NGIRENTE Edouard Premier Ministre</p>
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<p>UMUGEREKA W'ITEKA RYA PEREZIDA N° 060/01 RYO KU WA 04/03/2020 RYEMEZA BURUNDU AMASEZERANO AHURIWEHO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA REPUBULIKA YA UGANDA YAKOREWE I KIGALI, KU WA 10 UKUBOZA 2015</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 060/01 OF 04/03/2020 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF UGANDA DONE AT KIGALI, ON 10 DECEMBER 2015</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 060/01 DU 04/03/2020 RATIFIANT L'ACCORD BILATÉRAL RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE D'OUGANDA FAIT À KIGALI, LE 10 DÉCEMBRE 2015</p>
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BILATERAL AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF THE REPUBLIC OF UGANDA

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- Article 2** Grant of rights
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- Article 15** Sale and marketing of air service products
- Article 16** Tariffs
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- Article 18** Transfer of funds
- Article 19** User charges
- Article 20** Leasing
- Article 21** Intermodal services
- Article 22** Exchange of information
- Article 23** Consultations
- Article 24** Settlement of disputes
- Article 25** Amendments
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- Annex** Route schedules

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

Preamble

The Government of the Republic of Rwanda and the Government of the Republic of Uganda (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 conclude an Agreement, supplementary to the said Convention, for the purpose of establishing and developing air transport services between and beyond their respective territories;

Have agreed as follows:

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ARTICLE 1 DEFINITIONS

1. For the purpose of this Agreement and its Annexes, unless the context otherwise requires:
 - a) **'Aeronautical Authorities'** means: In case of the Government of the Republic of Rwanda, the Minister responsible for Civil Aviation and in case of the Government of the Republic of Uganda, the Minister responsible for Civil Aviation or in both cases any other authority or person empowered to perform the functions now exercised by the said authorities;
 - b) **'Agreed Services'** means regular air services for the transportation of passengers, cargo and mail on the routes specified in the Annex to this agreement;
 - c) **'Agreement'** means this Agreement, its Annexes and any amendments thereto;
 - d) **'Aircraft Equipment', 'Aircraft stores' and 'Spare Parts'** have the meanings assigned to them in Annex 9 to the Convention;
 - e) **'Air Service', 'International Air Services', 'Airline(s)', and 'Stop for Non Traffic Purposes'** have the meanings assigned to them in Article 96 of the Convention;
 - f) **'Air transportation'** means the public carriage by aircraft of passengers, baggage, cargo and mail separately or in combination, for remuneration or hire;
 - g) **'capacity'** is the amount(s) of services provided under the agreement, usually measured in the number of flights (frequencies) or seats or tons of cargo offered in a market (city pair, or country-to-country) or on a route during a specific period, such as daily, weekly, seasonally or annually;

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- h) **'Code sharing'** means a commercial arrangement between airlines whereby one airline sells seats, under its own name by use of the flight designator code, on another airline's flight.
- i) **'Convention'** means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any Annex adopted under Article 90 of that Convention, and any amendment of the Annexes or Convention under Articles 90 and 94, insofar as such Annexes and amendments have become effective for both Parties;
- j) **'Designated airline'** means an airline which has been designated and authorized in accordance with Article 4 of this Agreement;
- k) **'International air transportation'** is air transportation in which the passengers, baggage, cargo and mail which are taken on board in the territory of one State are destined to another State;
- l) **'Schedule services'** means those services operated regularly by designated airline according to schedules published in advance to cover a timetable season;
- m) **'Specified route'** means the air route as set forth in the Annex to this Agreement on which the agreed service may be operated;
- n) **'Tariff'** means any fare, rate or charge for the carriage of passengers, baggage and/or cargo in air transportation charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;
- o) **'Territory'** in relation to a State has the meaning assigned to it in Article 2 of the Convention;
- p) **'User charges'** means a charge made to airlines by the competent authorities, or permitted by them to be made, for the provision of airport property or facilities or of air navigation facilities, or aviation security facilities or services,

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including related services and facilities, for aircraft, their crews, passengers and cargo; and

ARTICLE 2 GRANT OF RIGHTS

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

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ARTICLE 3 DESIGNATION AND AUTHORIZATION

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

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ARTICLE 4
WITHHOLDING, REVOCATION AND LIMITATION OF AUTHORIZATION

1. Each Contracting Party shall have the right to withhold the authorizations referred to in Article 3 of this Agreement with respect to an airline designated by the other Contracting Party, and to revoke, suspend or impose conditions on such authorizations:
 - a) in the event that they are not satisfied that designated airline has its principal place of business and permanent residence in the territory of the designating Contracting Party;
 - b) in the event that they are not satisfied that the Contracting Party designating the airline has and maintains effective regulatory control of the airline; and
 - c) in the event of failure that such designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Contracting Party receiving the designation; and
2. Unless immediate action is essential to prevent infringement of the laws and regulations referred to above or unless safety or security requires action in accordance with the provisions of Article 6 (Safety) and Article 7 (Security), the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations between the Contracting Parties in conformity with Article 22 (Consultation) of this Agreement.

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ARTICLE 5 APPLICATION OF LAWS

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

ARTICLE 6 SAFETY

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

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3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Contracting Party, on service to or from the territory of another Contracting Party, may, while within the territory of the other Contracting Party be the subject of a search (in this Article called "ramp inspection") by the authorized representatives of the other Contracting Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of this search shall be to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that of the equipment and the condition of the aircraft conform to the Standards established at that time pursuant to the Convention.
4. If any such ramp inspection or series of ramp inspections referred to in paragraph 3 gives rise to:
 - a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; or
 - b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention;

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

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

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ARTICLE 7 AVIATION SECURITY

1. The assurance of safety for civil aircraft, their passengers and crew being a fundamental pre-condition for the operation of international air services, the Contracting Parties reaffirm that their obligations to each other to provide for the security of civil aviation against acts of unlawful interference (and in particular their obligations under the Chicago, Convention, the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14th September, 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16th December, 1970 and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23rd September, 1971 form an integral part of this Agreement.
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 treat to the security of civil aviation.
3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security Standards and, so far as they are applied by them, the Recommended Practices established by the International Civil Aviation Organization and designated as Annexes to the Chicago convention; and shall require that operators of aircraft of their registry, operators who have their principal place of business or permanent residence in their territory, and the operators of airports in their territory, act in conformity with such aviation security provisions. In this paragraph the reference to aviation security Standards includes any difference notified by the contracting Party concerned. Each Contracting Party shall inform the other that it is filling a difference with ICAO at the time that it files that difference.
4. Each Contracting Party shall ensure that effective measures are taken within its territory to protect aircraft, to screen passengers and their carry-on items, and to carry out appropriate checks on crew, cargo (including hold baggage) and aircraft stores prior to and during boarding or loading and that those measures are

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

5. When an incident or threat of an incident of unlawful seizure aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate as rapidly as possible commensurate with minimum risk to life such incident or threat.
6. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the first Contracting Party may request immediate consultations with the other Contracting Party. Failure by the Contracting Parties to reach a satisfactory resolution of the matter within thirty (30) days from the date of receipt of such request shall constitute grounds for withholding, revoking, limiting or imposing conditions on the operating authorizations or technical permissions of an airline or airlines of the other Contracting Party. When justified by an emergency, a Contracting Party may take interim action prior to the expiry of thirty (30) days.

ARTICLE 8 RECOGNITION OF CERTIFICATES

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

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2. However each Contracting Party reserves the right to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by the other Contracting Party or any other State if the standards do not meet its own legal requirements.

ARTICLE 9 FAIR COMPETITION

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

ARTICLE 10 CAPACITY

1. Each Contracting Party shall allow each designated airline to determine the frequency and capacity of the international air transportation it offers based on commercial considerations of the marketplace.
2. Services provided by a designated airline under this Agreement shall retain as their primary objective the provision of capacity and frequency adequate to the traffic demands.
3. Each Contracting Party and its designated airline(s) shall take into consideration the interests of the other Contracting Party and its designated airline(s) so as not to affect unduly the services which the latter provides.

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

ARTICLE 11 APPROVAL OF SCHEDULES

The designated airline(s) of each Contracting Party shall submit for approval to the aeronautical authorities of the other Contracting Party not later than Thirty days prior to the commencement of services on the specified routes, the flight schedules including the types of aircraft to be used. This shall likewise apply to later changes. In special cases, this time limit may be reduced subject to the consent of the said authorities.

ARTICLE 12 STATISTICS

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

ARTICLE 13 CODESHARE/COOPERATIVE ARRANGEMENTS

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

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- c) an airline(s) of a third country, provided that all airlines in such arrangements hold the appropriate traffic rights to operate on the routes and segments concerned.
2. The Contracting Parties agree to take the necessary action to ensure that consumers are fully informed and protected with respect to code-shared flights operating to or from their territory and that, as a minimum, passengers be provided with the necessary information in the following ways:
 - a) orally and, if possible, in writing at the time of booking;
 - b) in written form, on the ticket itself and/or (if not possible), on the itinerary document accompanying the ticket or on any other document replacing the ticket, such as a written confirmation, including information on whom to contact in case of a problem and a clear indication of which airline is responsible in case of damage or accident; and
 - c) orally again, by the airline's ground staff at all stages of the journey.
3. All code-sharing arrangements shall be notified to the appropriate Aeronautical Authorities prior to implementation.
4. It is the common understanding of both Contracting parties that code-sharing services are not counted against the frequency entitlement of the marketing airline.

ARTICLE 14 AIRLINE REPRESENTATION

The designated airline or airlines of one Contracting Party shall be entitled, in accordance with the laws and regulations relating to entry, residence and employment of the other Contracting Party, to bring in and maintain in the territory of the other Contracting Party those of their own managerial, technical, operational and other specialist staff who are required for the provision of air services.

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ARTICLE 15
SALE AND MARKETING OF AIR SERVICE PRODUCTS

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

ARTICLE 16
TARIFFS

1. The tariffs to be charged by the airline(s) of one contracting Party for carriage of passengers, and cargo to or from the territory of the other Party shall be established at by the designated airlines at reasonable levels, taking into account all relevant factors, particularly the operational costs, types of services, reasonable profits as well as the tariffs of other airlines operating similar routes. Intervention by the Contracting Parties shall be limited to:-
 - (a) Prevention of unreasonably discriminatory prices or practices
 - (b) Protection of consumers from tariffs that are unreasonably high or restrictive

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due to the abuse of a dominant position; and

- (c) Protection of airlines from prices that are artificially low due to direct or indirect government subsidy or support.
2. The tariffs referred to in paragraph (2) of this Article shall be required to be filed by the designated airlines of one Contracting Party with the aeronautical authorities of the other Contracting Party for information purposes. However, tariffs charged by airlines shall not be required to be approved by either Contracting Party.
3. Neither Contracting Party shall allow its designated airline or airlines, in establishment of tariffs, either in conjunction with any other airline or airlines or separately, to abuse the market power in a way which has or likely or intended to have the effect of severely weakening a competitor, being a designated airline of the other Contracting Party, or excluding such competitor from a route.
4. The Contracting Parties agree that the following airline practices, in relation to the establishment of tariffs, may be regarded as possible unfair competitive practices which may merit closer examination:
 - (a) Charging fares and rates on routes at levels which are, in the aggregate, insufficient to cover the costs of providing the service to which they relate;
 - (b) The practices in question are sustained rather than temporary;
 - (c) The practices in question have a serious economic effect on, cause significant damage to, designated airline(s) of the other Contracting Party;
 - (d) Behavior indicating an abuse of dominant position on the route
5. Notwithstanding the foregoing, the designated airline of one Contracting Party shall provide, on request, to the aeronautical authorities of the other Contracting Party the information relating to the establishment of tariffs, in a manner and format as specified by such authorities.
6. If either Contracting Party believes that any such tariff is inconsistent with the considerations set forth in paragraph 1 of this Article, it shall request for

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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.

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ARTICLE 17
EXEMPTION FROM CUSTOM DUTIES, INSPECTION FEES AND OTHER
SIMILAR CHARGES

1. Aircraft operated on international air services by the designated airline(s) of either Contracting Party, as well as their regular equipment, supplies of fuel and lubricants and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported or are used on the journey performed over that territory.
2. There shall be an exempt from the same duties, fees and charges with the exception of charges corresponding to the service performed:
 - (a) aircraft stores taken on board in the territory of a Contracting Party, within limits fixed by the Customs Authorities of the said territory and for use on board outbound aircraft of the other Contracting Party engaged on international air services;
 - (b) spare parts introduced into the territory of either Contracting Party for maintenance or repair of aircraft used on international air services by the designated airline(s) of the other Contracting Party;
 - (c) fuel and lubricants supplied to an aircraft of the designated airline of a Contracting Party, engaged on international air services, in the territory of the other Contracting Party and used on an inward flight until that flight is completed, on an outward flight until from the time that flight commences or on a through-transiting flight, notwithstanding that on all such flights the aircraft may make intermediate landings on that territory.
3. Materials referred to in sub-paragraphs (a), (b) and (c) above may be required to be kept under Customs supervision or control.

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4. The regular airborne equipment as well as the material 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 Customs Authorities of that territory. In such cases they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with Customs regulations.

ARTICLE 18 TRANSFER OF FUNDS

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

ARTICLE 19 USER CHARGES

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

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ARTICLE 20 LEASING

1. When a designated airline intends to use an aircraft on the agreed services other than the one owned by it, this shall be done on the following conditions:
 - (a) that such arrangements shall not be equivalent to giving the airline eased access to traffic rights not otherwise available to that airline;
 - (b) that the financial benefit to be obtained by the airline leased shall not be related to the direct financial success of the operations of the designated airline concerned;
 - (c) the leased aircraft shall be required to meet the applicable safety and security requirements in accordance with this Agreement.
2. A designated airline(s) is not otherwise prohibited from providing services using leased aircraft provided that any lease arrangement entered into satisfies the conditions in paragraph 1 of this Article.
3. A designated airline(s) shall give sixty (60) days written notice to the aeronautical authorities of the other Contracting Party of any leasing of aircraft together with the terms of such arrangements and obtain prior approval of the said aeronautical authorities before using any leased aircraft.
4. Where leasing of an aircraft becomes necessary for emergency reasons and the lease does not exceed ninety (90) days, approval shall not be withheld solely for the reason that less than sixty (60) days notice was given, if reasonable prior notification was given

ARTICLE 21 INTERMODAL SERVICES

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

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**ARTICLE 22
EXCHANGE OF INFORMATION**

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

**ARTICLE 23
CONSULTATION**

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

**ARTICLE 24
SETTLEMENT OF DISPUTES**

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle their dispute by bilateral negotiations.
2. If the Contracting Parties fail to reach a settlement by negotiation, the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be named by each Contracting Party and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party.
3. Each of the Contracting Parties shall appoint an arbitrator within a period of sixty

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

4. If either of the Contracting Parties fails to appoint its own arbitrator within the period of sixty (60) days or if the third arbitrator is not agreed upon within the period indicated, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators.
5. The arbitral tribunal shall determine its own procedure.
6. The Contracting Parties undertake to comply with any decision given under paragraph 2 of this Article.

ARTICLE 25 AMENDMENT OF AGREEMENT

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

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**ARTICLE 26
MULTILATERAL CONVENTIONS**

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

**ARTICLE 27
REGISTRATION**

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

**ARTICLE 28
TERMINATION**

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

**ARTICLE 29
ENTRY INTO FORCE**

1. This Agreement shall enter into force one month from the date on which the Contracting Parties have notified each other that the national requirements for such entry into force have been fulfilled and upon signature of the Agreement by both Contracting Parties.

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2. Upon entry into force, this Agreement shall supersede the previous Agreement between the Contracting Parties.

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

Done at Kigali on this Tenth day of December, Two Thousand Fifteen.

<p>Hon. Eng. John Byabagambi Minister of Works and Transport</p>  <p>FOR THE GOVERNMENT OF THE REPUBLIC OF UGANDA</p>	<p>Hon. James Musoni Minister of Infrastructure</p>  <p>FOR THE GOVERNMENT OF THE REPUBLIC OF RWANDA</p>
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ANNEX
ROUTE SCHEDULE

Section 1

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

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Points in Rwanda	Any Points	Points in Uganda	Any Points
Any points		Any points	

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

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

Note:

The exercise of fifth freedom traffic rights between intermediate and beyond points shall be subject to approval by aeronautical authorities upon request by designated airlines.

Section 2

Operational flexibility

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

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Section 2

Operational flexibility

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

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

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

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<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 060/01 ryo ku wa 04/03/2020 ryemeza burundu Amasezerano ahuriweho ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Uganda yakorewe i Kigali, ku wa 10 Ukuboza 2015</p>	<p>Seen to be annexed to Presidential Order n° 060/01 of 04/03/2020 ratifying the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Uganda done at Kigali, on 10 December 2015</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 060/01 du 04/03/2020 ratifiant l'Accord bilatéral relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République d'Ouganda fait à Kigali, le 10 décembre 2015</p>
<p>Kigali, ku wa 04/03/2020</p> <p>(sé) KAGAME Paul Perezida wa Repubulika</p>	<p>Kigali, on 04/03/2020</p> <p>(sé) KAGAME Paul President of the Republic</p>	<p>Kigali, le 04/03/2020</p> <p>(sé) KAGAME Paul Président de la République</p>
<p>(sé) Dr NGIRENTE Edouard Minisitiri w'Intebe</p>	<p>(sé) Dr NGIRENTE Edouard Prime Minister</p>	<p>(sé) Dr NGIRENTE Edouard Premier Ministre</p>
<p>Bibonywe kandi bishyizweho Ikirango cya Repubulika:</p> <p>(sé) BUSINGYE Johnston Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta</p>	<p>Seen and sealed with the Seal of the Republic:</p> <p>(sé) BUSINGYE Johnston Minister of Justice/Attorney General</p>	<p>Vu et scellé du Sceau de la République:</p> <p>(sé) BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux</p>

<p>ITEKA RYA PEREZIDA N° 061/01 RYO KU WA 04/03/2020 RYEMEZA BURUNDU AMASEZERANO AHURIWEHO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA SANTARAFURIKA YAKOREWE I KIGALI, KU WA 04 UGUSHYINGO 2015</p>	<p>PRESIDENTIAL ORDER N° 061/01 OF 04/03/2020 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF CENTRAL AFRICAN REPUBLIC DONE AT KIGALI, ON 04 NOVEMBER 2015</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 061/01 DU 04/03/2020 RATIFIANT L'ACCORD BILATÉRAL RELATIF AU TRANSPORT AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE CENTRAFRICAINE FAIT À KIGALI, LE 04 NOVEMBRE 2015</p>
<p><u>ISHAKIRO</u></p>	<p><u>TABLE OF CONTENTS</u></p>	<p><u>TABLE DES MATIÈRES</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><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><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>

<p>ITEKA RYA PEREZIDA N° 061/01 RYO KU WA 04/03/2020 RYEMEZA BURUNDU AMASEZERANO AHURIWEHO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA SANTARAFURIKA YAKOREWE I KIGALI, KU WA 04 UGUSHYINGO 2015</p>	<p>PRESIDENTIAL ORDER N° 061/01 OF 04/03/2020 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF CENTRAL AFRICAN REPUBLIC DONE AT KIGALI, ON 04 NOVEMBER 2015</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 061/01 DU 04/03/2020 RATIFIANT L'ACCORD BILATÉRAL RELATIF AU TRANSPORT AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE CENTRAFRICAINE FAIT À KIGALI, LE 04 NOVEMBRE 2015</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>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>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>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>Dushingiye ku Itegeko n° 52/2016 ryo ku wa 28/11/2016 ryemera kwemeza burundu Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Repubulika y'u Rwanda na Repubulika ya Santrafurika yashyiriweho umukono i Kigali mu Rwanda, ku wa 04 Ugushyingo 2015;</p>	<p>Pursuant to Law n° 52/2016 of 28/11/2016 approving ratification of the air services agreement between the Republic of Rwanda and the Central African Republic signed at Kigali, Rwanda, on 04 November 2015;</p>	<p>Vu la Loi n° 52/2016 du 28/11/2016 approuvant la ratification de l'accord relatif au transport aérien entre la République du Rwanda et la République Centrafricaine signé à Kigali, au Rwanda, le 04 novembre 2015;</p>
<p>Tumaze kubona Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika y'u Rwanda na</p>	<p>Considering the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of</p>	<p>Considérant l'Accord bilatéral relatif au transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de</p>

<p>Guverinoma ya Repubulika ya Santarafurika yakorewe i Kigali, ku wa 04 Ugushyingo 2015;</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 ahuriweho ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Santarafurika yakorewe i Kigali, ku wa 04 Ugushyingo 2015, 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>Central African Republic done at Kigali, on 04 November 2015;</p> <p>On proposal by the Minister of Infrastructure;</p> <p>After consideration and approval by the Cabinet;</p> <p>HAVE ORDERED AND ORDER:</p> <p><u>Article One: Ratification</u></p> <p>The Bilateral Air Services Agreement between the Government of Republic of Rwanda and the Government of Central African Republic done at Kigali, on 04 November 2015, 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>la République Centrafricaine fait à Kigali, le 04 novembre 2015;</p> <p>Sur proposition du Ministre des Infrastructures;</p> <p>Après examen et adoption par le Conseil des Ministres;</p> <p>AVONS ARRÊTÉ ET ARRÊTONS:</p> <p><u>Article premier: Ratification</u></p> <p>L'Accord bilatéral relatif au transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Centrafricaine fait à Kigali, le 04 novembre 2015, annexé au présent arrêté est ratifié et sort son plein et entier effet.</p> <p><u>Article 2: Autorités chargées de l'exécution du présent arrêté</u></p> <p>Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.</p>
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<p><u>Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa</u></p> <p>Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p><u>Article 3: Commencement</u></p> <p>This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p><u>Article 3: Entrée en vigueur</u></p> <p>Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
<p>Kigali, ku wa 04/03/2020</p> <p>(sé)</p> <p>KAGAME Paul Perezida wa Repubulika</p>	<p>Kigali, on 04/03/2020</p> <p>(sé)</p> <p>KAGAME Paul President of the Republic</p>	<p>Kigali, le 04/03/2020</p> <p>(sé)</p> <p>KAGAME Paul Président de la République</p>
<p>(sé)</p> <p>Dr NGIRENTE Edouard Minisitiri w'Intebe</p>	<p>(sé)</p> <p>Dr NGIRENTE Edouard Prime Minister</p>	<p>(sé)</p> <p>Dr NGIRENTE Edouard Premier Ministre</p>
<p>Bibonywe kandi bishyizweho Ikirango cya Repubulika:</p> <p>(sé)</p> <p>BUSINGYE Johnston Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta</p>	<p>Seen and sealed with the Seal of the Republic:</p> <p>(sé)</p> <p>BUSINGYE Johnston Minister of Justice/Attorney General</p>	<p>Vu et scellé du Sceau de la République:</p> <p>(sé)</p> <p>BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux</p>

<p>UMUGEREKA W'ITEKA RYA PEREZIDA N° 061/01 RYO KU WA 04/03/2020 RYEMEZA BURUNDU AMASEZERANO AHURIWEHO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA SANTARAFURIKA YAKOREWE I KIGALI, KU WA 04 UGUSHYINGO 2015</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 061/01 OF 04/03/2020 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF CENTRAL AFRICAN REPUBLIC DONE AT KIGALI, ON 04 NOVEMBER 2015</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 061/01 DU 04/03/2020 RATIFIANT L'ACCORD BIRATÉRAL RELATIF AU TRANSPORT AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE CENTRAFRICAINE FAIT À KIGALI, LE 04 NOVEMBRE 2015</p>
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BILATERAL AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF CENTRAL AFRICAN REPUBLIC

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Preamble

The Government of the Republic of Rwanda and the Government of the Central African Republic (hereinafter, "the Parties");

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

Being Parties to the Yamoussoukro Decision relating to the implementation of the Yamoussoukro Declaration concerning the Liberalisation of Access to Air Transportation Markets in Africa signed on 14 November 1999 and endorsed by the Organisation of African Unity (OAU) Heads of States in July 2000;

Desiring to facilitate the expansion of international air services opportunities;

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

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

Have agreed as follows:



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Article 1 Definitions

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

- a) "air transportation" means the public carriage by aircraft of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;
- b) "aeronautical authorities" means, in the case of the Republic of Rwanda, the Minister in charge of civil aviation; and in the case of Central African Republic, the Minister of Transport and Civil Aviation; or in both cases any other authority or person empowered to perform the functions now exercised by the said authorities;
- c) "Agreed Services" means scheduled international air services on the routes specified in the Annex to this Agreement for the transportation of passengers, baggage, cargo and mail, separately or in combination ;
- d) "Agreement" means this Agreement, its Annex, and any amendments thereto;
- e) "capacity" is the amount(s) of services provided under the agreement, usually measured in the number of flights (frequencies) or seats or tons of cargo offered in a market (city pair, or country-to-country) or on a route during a specific period, such as daily, weekly, seasonally or annually;
- f) "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any Annex adopted under Article 90 of that Convention, and any amendment of the Annexes or Convention under Articles 90 and 94, insofar as such Annexes and amendments have become effective for both Parties;
- g) "designated airline" means an airline which has been designated and authorized in accordance with Article 3 of this Agreement;



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- h) "domestic air transportation" is air transportation in which passengers, baggage, cargo and mail which are taken on board in a States territory are destined to another point in that same State's territory;
- i) "ICAO" means the International Civil Aviation Organization;
- j) "intermodal air transportation" means the public carriage by aircraft and by one or more surface modes of transport of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;
- k) "international air transportation" is air transportation in which the passengers, baggage, cargo and mail which are taken on board in the territory of one State are destined to another State;
- l) "Party" is a State which has formally agreed to be bound by this agreement;
- m) ["price"] or ["tariff"] means any fare, rate or charge for the carriage of passengers, baggage and/or cargo (excluding mail) in air transportation (including any other mode of transportation in connection therewith) charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;
- n) 'Specified route': means the air route as set forth in the Annex to this Agreement on which the agreed service may be operated
- o) "territory" in relation to a has the meaning assigned to it in Article 2 of the Convention;
- p) "user charges" means a charge made to airlines by the competent authorities, or permitted by them to be made, for the provision of airport property or facilities or of air navigation facilities, or aviation security facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo;
- q) "air service", "international air service", "airline", and "stop for non-traffic purposes", have the meanings assigned to them in Article 96 of the Convention ; and



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- r) "Yamoussoukro Decision" means the "Decision Relating to the Implementation of the Yamoussoukro Declaration Concerning the Liberalisation of Access to Air Transport Markets in Africa" signed on 14 November 1999 and endorsed by the Organisation of African Unity (OAU) Heads of States in July 2000;

Article 2 Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the conduct of international air services on the routes specified in the Annex. Subject to the provisions of this Agreement, the designated airline of each Contracting Party shall have, in operating international air services:
 - a) the right to fly across its territory without landing;
 - b) the right to make stops in its territory for non-traffic purposes; and
 - c) the right to embark and disembark on its territory, at points on the routes specified in the Annex to this Agreement, passengers, baggage, Cargo and mail.
2. The designated airlines of each Contracting Party shall be entitled without limitation to exercise fifth traffic rights on all intermediate and beyond points.
3. If because of armed conflict, political disturbances or developments or special and unusual



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circumstances a Designated Airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangement of routes as is mutually decided by the Contracting Parties.

4. Nothing in this Agreement shall be deemed to confer on the airline or airlines of one Party the right to take on board, in the territory of another Party, passengers, baggage, cargo, or mail carried for remuneration and destined for another point in the territory of that other Party.

Article 3

Designation and authorization

1. Each Party shall have the right to designate one or more airlines to operate the agreed services in accordance with this Agreement and to withdraw or alter such designation. Such designation shall be effected by virtue of a written notification between the Aeronautical Authorities of both Contracting Parties.
2. On receipt of such a designation, and of application from the designated airline, in the form and manner prescribed for operating authorization, each Party shall grant the appropriate operating authorization with minimum procedural delay, provided that:
 - a) the designated airline has its principal place of business in the territory of the designating Party;
 - b) the Party designating the airline has and maintains effective regulatory control of the airline;
 - c) the Party designating the airline is in compliance with the provisions set forth in Article 7 (Safety) and Article 8(Aviation Security); and
 - d) the designated airline is qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the





Party considering the application or applications.

3. Each Contracting Party shall have the right to refuse to grant the authorization provided for in paragraph 2 of this Article or to impose such conditions that it considers necessary for the exercise of specified rights in Article 2 of this agreement, when that Contracting Party has no evidence that the designated airline has its principal place of business in the territory of the Contracting Party designating the company or the effective control of the designated airlines belongs to the Contracting Party designating the company.
4. On receipt of the operating authorization of paragraph 2, a designated airline may at any time begin to operate the agreed services for which it is so designated, provided that the airline complies with the applicable provisions of this Agreement.

Article 4

Withholding, revocation and limitation of authorization

1. The aeronautical authorities of each Party shall have the right to withhold the authorizations referred to in Article 3 (Designation and authorization) of this Agreement with respect to an airline designated by any other Party, and to revoke, suspend or impose conditions on such authorizations, temporarily or permanently:
 - a) in the event that they are not satisfied that the designated airline has its principal place of business in the territory of the designating Party;
 - b) in the event that they are not satisfied that the Party designating the airline has and maintains effective regulatory control of the airline;
 - c) in the event of failure of the Party designating the airline to comply with the provisions set forth in Article 7 (Safety) and Article 8 (Aviation security); and
 - d) in the event of failure that such designated airline is qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of





international air transport services by the Party receiving the designation.

2. Unless immediate action is essential to prevent infringement of the laws and regulations referred to above or unless safety or security requires action in accordance with the provisions of Article 7 (Safety) or Article 8 (Aviation security), the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations between the aeronautical authorities in conformity with Article 19 (Consultation) of this Agreement.

Article 5 **Application of laws and regulations**

1. The laws and regulations of any Party governing entry into and departure from its territory of aircraft engaged in international air services, or the operation and navigation of such aircraft while within its territory, shall be applied to aircraft of the designated airline of each Party.
2. The laws and regulations of any Party relating to the entry into, stay in and departure from its territory of passengers, crew and cargo including mail such as those regarding immigration, customs, currency and health and quarantine shall apply to passengers, crew, cargo and mail carried by the aircraft of the designated airline of each Party while they are within the said territory.
3. No Party shall give preference to its own or any other airline over a designated airline of the other Parties engaged in similar international air transportation in the application of its immigration, customs, quarantine and similar regulations.

Article 6 **Recognition of Certificates**

1. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by any Party and still in force shall be recognized as valid by each Party for the purpose of operating the agreed services.
2. Each Party reserves the right, however, to refuse to recognize for the purpose of flights above



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or landing within its own territory, certificates of competency and licences granted to its own nationals by another Party.

Article 7 Safety

1. Each Party may request consultations at any time concerning the safety standards maintained by another 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 any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the other Contracting Party shall be notified of those findings and the steps considered necessary to conform with those minimum standards, and the other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within thirty (30) days or such longer period as may be agreed shall be grounds for the application of Article 4 (Revocation or Suspension of Operating Authorization) of this Agreement.
3. Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of airline (s) of one Contracting Party on services to or from the Territory of the other Contracting Party, may, while within the Territory of the other Contracting Party, be made the subject of an examination by the authorized representatives of the other Contracting Party provided this does not cause unreasonable delay in the operation of the aircraft. The purpose of this search shall be to verify the validity of the relevant aircraft documentation, the licensing of its crew, and the apparent condition of aircraft and its equipment (in this Article called "ramp inspection").
4. If any such ramp inspection or series of ramp inspections gives rise to:





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

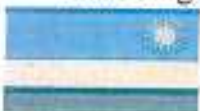
The Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licenses in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid or that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

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by an airline of one Contracting Party in accordance with paragraph (3) of this Article is denied by a representative of that airline, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph (4) of this Article arise and draw the conclusions referred to in that paragraph.
6. Each Contracting Party reserves the right to suspend or vary the operating authorization of an airline of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.
7. Any action by one Contracting Party in accordance with paragraphs (2) or (6) of this Article shall be discontinued once the basis for taking that action ceases to exist.

Article 8 Aviation Security

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1. Consistent with their rights and obligations under international law, the Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful



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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 on 14 September 1963, the Convention for the Hague on 16 December 1970 and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, Done at Montreal on 23 September 1971, signed at Montreal on 24 February 1988, as well as with any other Convention and Protocol relating to the security of civil aviation which the Parties adhere to.

2. Each Party shall provide, upon request of another Party, all necessary assistance to the other Party 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. Each Party shall, in its mutual relations, act in conformity with the aviation security provisions established by ICAO and designated as Annexes to the Convention; it shall require that operators of aircraft of its 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 aircraft may be required to observe the aviation security provisions referred to in paragraph 3) above required by every other Party for entry into, departure from, or while within, the territory of that other Party. Each Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Party shall also give sympathetic consideration to any request from every 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



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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 another Party has departed from the provisions of this Article, the aeronautical authorities of that Party may request consultations. Such consultations shall start within fifteen (15) days of receipt of such a request from any Party. Failure to reach a satisfactory agreement within fifteen (15) days from the start of consultations shall constitute grounds for withholding, revoking, suspending or imposing conditions on the authorizations of the airline or airlines designated by another Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, a Party may take interim action at any time.

Article 9

Principles Governing the Operation of Agreed Services

1. The designated airline (s) of each Party shall have a fair and equal opportunity to operate on any agreed route between the territories of the two Parties.
2. Each Party shall allow each designated airline to determine the frequency and capacity of the international air transportation it offers based on commercial considerations of the marketplace.
3. Each Party and its designated airline(s) shall take into consideration the interests of the other Party and its designated airline(s) so as not to affect unduly the services which the latter provides.
4. Services provided by a designated airline under this Agreement shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the country of ultimate destination of the traffic. The right to embark or disembark on such services international traffic destined for and coming





from third countries at a point or points on the routes specified in this Agreement shall be exercised in accordance with the general principles of orderly development of international air transport to which both Parties subscribe and shall be subject to the general principle that capacity should be related to:

- a) the traffic requirements between the country of origin and the countries of ultimate destination of the traffic;
 - b) the requirements of through airline operations; and
 - c) the traffic requirements of the area through which the airline passes, after taking account of local and regional services.
5. Each Party agrees to take action to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of a designated airline of the other Party
6. Consultations between the Parties shall be arranged whenever a Party requests that the capacity provided under the Agreement be reviewed to ensure the application of the principles in the Agreement governing the conduct of the services.

Article 10 Codesharing/Cooperative arrangements

1. In operating or holding out the authorized services on the agreed routes, any designated airline of one Party may enter into cooperative marketing arrangements such as joint venture, blocked space or codesharing arrangements, with:
 - a) an airline or airlines of either Party;
 - b) an airline or airlines of a third country.

Provided that all airlines in such arrangements:



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- i) hold the appropriate authority and
 - ii) meet the requirements normally applied to such arrangements.
2. The Parties agree to take the necessary action to ensure that consumers are fully informed and protected with respect to codeshared flights operating to or from their territory and that, as a minimum, passengers be provided with the necessary information in the following ways:
- a) orally and, if possible, in writing at the time of booking;
 - b) in written form, on the ticket itself and/or (if not possible), on the itinerary document accompanying the ticket or on any other document replacing the ticket, such as a written confirmation, including information on whom to contact in case of a problem and a clear indication of which airline is responsible in case of damage or accident; and
 - c) orally again, by the airline's ground staff at all stages of the journey.

Article 11
Aircraft leasing

The designated airlines of each Party may operate services under this agreement by using leased aircraft which meet applicable safety and security requirements.

Article 12
Approval of schedules

1. The designated airline of each Party shall submit its envisaged flight schedules for approval ⁰²⁻³ 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.



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2. For supplementary flights which the designated airline 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 two (2) working days prior to the operation of such flights.

Article 13 Statistics

The Aeronautical Authorities of both Parties shall supply each other, on request, with periodic statistics or other similar information relating to the traffic carried on the agreed services.

Article 14 Tariffs

1. The tariffs for services covered by this Agreement shall be established by the designated airline or airlines at reasonable levels, due regard being paid to all relevant factors, including interests of users, cost of operation, characteristics of service, reasonable profit and other commercial considerations in the marketplace. Tariffs charged by airlines shall not be required to be approved, by either Contracting Party.
2. Each Party may require notification or filing of tariffs proposed by the designated airline(s) for carriage to or from its territory.
3. The Contracting Parties agree to give particular attention to tariffs which may be objectionable because they appear unreasonably discriminatory, unduly high or restrictive because of the abuse of a dominant position, or artificially low because of direct or indirect support.

Article 15 User Charges

1. No Party shall impose or permit to be imposed on the designated airlines of another Party user charges higher than those imposed on its own airlines operating similar international



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services.

2. Airports, airways, air traffic control and air navigation services, aviation security, and other related facilities and services that are provided in the territory of one Party shall be available for use by the airlines of another Party on terms no less favourable than the most favourable terms available to any airline engaged in similar international air services at the time arrangements for use are made.

Article 16 Customs Duties

1. Each Party shall on the basis of reciprocity exempt a designated airline of another Party to the fullest extent possible under its national law from customs duties, excise taxes, inspection fees and other national duties and charges on aircraft, fuel, lubricating oils, consumable technical supplies spare parts including engines, regular aircraft equipment, aircraft stores and other items intended for use or used solely in connection with the operation or servicing of aircraft of the designated airline of such other Party operating the agreed services.
2. The exemptions granted by this Article shall apply to the items referred to in paragraph 1:
 - a) introduced into the territory of the Party by or on behalf of the designated airline of another Party;
 - b) retained on board aircraft of the designated airline of one Party upon arrival in or leaving the territory of another Party; or
 - c) taken on board aircraft of the designated airline of one Party in the territory of another Party and intended for use in operating the agreed services;

whether or not such items are used or consumed wholly within the territory of the Party granting



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the exemption, provided the ownership of such items is not transferred in the territory of the said Party.

3. The regular airborne equipment, as well as the materials and supplies normally retained on board the aircraft of a designated airline of any Party, may be unloaded in the territory of another Party only with the approval of the Customs Authorities of that territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.
4. The exemptions provided for by this Article shall also be available in situations where the designated airlines of one Contracting Party have entered into arrangements with another airline(s), for the loan or transfer in the territory of the other Contracting Party, of the regular equipment and the other items referred to in paragraphs 1 and 2 of this Article, provided that that other airline enjoys the same exemption(s) from that other Contracting Party.

Article 17 Commercial Activities

1. Each Party shall accord a designated airline of another Party the right to sell and market international air services and related products in its territory (directly or through agents or other intermediaries of the airline's choice), including the right to establish offices, both on-line and off-line.
2. Each airline shall have the right to sell transportation in the currency of that territory or, at its discretion, in freely convertible currencies of other countries, and any person shall be free to purchase such transportation in currencies accepted by that airline.
3. The designated airline or airlines of one Party shall be allowed, on the basis of reciprocity, to bring into and to maintain in the territory of each Party their representatives and commercial, operational and technical staff as required in connection with the operation of the agreed *services* *02-3*



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4. The representatives and staff shall be subject to the laws and regulations in force of another Party, and consistent with such laws and regulations:
 - a) each Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article; and
 - b) each Party shall facilitate and expedite the requirement of employment authorizations for personnel performing certain temporary duties not exceeding ninety (90) days.
5. Each Party shall permit designated airlines of another Party to use the services and personnel of any other organization, company or airline operating in its territory and authorized to provide such services.

Article 18

Currency conversion and remittance of earnings

1. Each Party shall permit airline(s) of another Party to convert and transmit abroad to the airline(s') choice of State, on demand, all local revenues from the sale of air transport services and associated activities directly linked to air transport in excess of sums locally disbursed, with conversion and remittance permitted promptly without restrictions, discrimination or taxation in respect thereof at the rate of exchange applicable as of the date of conversion and remittance.
2. If the transfer of funds between the two Contracting Parties is governed by a special Agreement, such agreement shall prevail.

Article 19

Consultations

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



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2. Such consultations shall take place within thirty (30) days from the date each Party receives a request, unless otherwise agreed by the Parties.

Article 20 Settlement of Disputes

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement the Contracting Parties shall in the first place endeavor to settle it by negotiation.
2. If the Parties fail to reach a settlement through consultations, the dispute may, at the request of either Party, be submitted to arbitration in accordance with the procedures set forth below.
3. Arbitration shall be by a Tribunal of three arbitrators, one to be named by each Party and the third to be agreed upon by the two arbitrators so chosen, provided that the third such arbitrator shall not be a national of either Party. Each Party shall designate an arbitrator within a period of sixty (60) days from the date of receipt by either Party from the other Party of diplomatic note requesting arbitration of the dispute, and the third arbitrator shall be agreed upon within a further period of sixty (60) days. If either of the Parties fails to designate its own arbitrator within the period of sixty (60) days or if the third arbitrator is not agreed on within the period indicated, the Secretary General of AFCAC may be requested by either Party to appoint an arbitrator or arbitrators.
4. Except as otherwise agreed, the arbitration tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedure.
5. Each Party give full effect to any decision or award of the tribunal.
6. Each Party shall bear the costs of the arbitrator appointed by it. The other costs of the tribunal shall be shared equally by the Parties.

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Article 21
Amendments

1. Either Party may at any time request consultation with the other Party for the purpose of amending this Agreement. Such consultation shall begin within a period of sixty (60) days from the date of receipt of such request.
2. Any amendment shall enter into force when confirmed by an exchange of diplomatic notes.
3. Any amendment of the Annex to this Agreement may be made by written agreement between the Aeronautical Authorities of the Parties.

Article 22
Multilateral agreements

If a multilateral Agreement concerning air transport comes into force in respect of both Parties, the present Agreement shall be amended so as to conform with the provisions of that multilateral agreement.

Article 23
Termination

1. Either Party may, at any time, give notice in writing, through diplomatic channels, to the other Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to ICAO.
2. The Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Party, unless the notice is withdrawn by agreement before the end of this period.
3. In the absence of acknowledgement of receipt by the other Party, the notice shall be deemed to have been received fourteen (14) days after receipt of the notice by ICAO.

Article 24



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Registration with ICAO

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

Article 25 Entry into force

This Agreement shall be applied provisionally from the date of its signature and shall enter into force thirty (30) days after both Parties have notified each other through diplomatic channels that their constitutional procedures for the entry into force of this Agreement have been completed.

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



Done at Kigali this 4th day of November 2015 in two originals, in English and French languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE
REPUBLIC OF RWANDA

FOR THE GOVERNEMENT OF CENTRAL
AFRICAN REPUBLIC




Dr. Alexis NZAHABWANIMANA
Minister of State in charge of Transport
Ministry of Infrastructure

Hon. Arnaud DJOUBAYE ABAZENE,
Minister of Transport and Civil Aviation





ANNEX
ROUTE SCHEDULE

Airlines of each Party designated under this Annex shall be entitled to provide air transportation between points on the following routes:

a) Routes to be operated by the designated airline (or airlines) of the Republic of Rwanda:

Departure points	Intermediate points	Points in Central African Republic	Beyond points
Any points in Rwanda	Any points	Any points	Any points

b) Routes to be operated by the designated airline (or airlines) of the Central African Republic

Departure points	Intermediate points	Points in Rwanda	Beyond points
Any points in Central African Republic	Any points	Any points	Any points

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MINISTÈRE DES AFFAIRES ÉTRANGÈRES
DE L'INTEGRATION AFRICAINE, ET DE LA
FRANCOPHONIE



REPUBLIQUE CENTRAFRICAINE
Unité – Dignité – Travail

POUVOIRS

Nous, Samuel RANGBA, Ministre des Affaires Étrangères, de l'Intégration Africaine et de la Francophonie, agissant par délégation permanente de Son Excellence Catherine SAMBA PANZA, Chef de l'Etat de la Transition, avons désigné et donnons par la présente, Pleins Pouvoirs à :

Monsieur Arnaud DJOUBAYE ABAZENE, Ministre des Transports et de l'Aviation Civile, aux fins de signer l'Accord de coopération en matière de Transports Aériens avec la République du Rwanda.

En foi de quoi, Nous lui établissons les présents Pouvoirs pour servir et valoir ce que de droit.

Fait à Bangui, le 1^{er} Novembre 2015



Le Ministre des Affaires Étrangères, de
l'Intégration Africaine et de la Francophonie

Samuel RANGBA

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 061/01 ryo ku wa 04/03/2020 ryemeza burundu Amasezerano ahuriweho ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Santarafurika yakorewe i Kigali, ku wa 04 Ugushyingo 2015</p>	<p>Seen to be annexed to the Presidential Order n° 061/01 of 04/03/2020 ratifying the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of Central African Republic done at Kigali, on 04 November 2015</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 061/01 du 04/03/2020 ratifiant l'Accord bilatéral relatif au transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Centrafricaine fait à Kigali, le 04 novembre 2015</p>
<p>Kigali, ku wa 04/03/2020</p> <p>(sé) KAGAME Paul Perezida wa Repubulika</p>	<p>Kigali, on 04/03/2020</p> <p>(sé) KAGAME Paul President of the Republic</p>	<p>Kigali, le 04/03/2020</p> <p>(sé) KAGAME Paul Président de la République</p>
<p>(sé) Dr NGIRENTE Edouard Minisitiri w'Intebe</p>	<p>(sé) Dr NGIRENTE Edouard Prime Minister</p>	<p>(sé) Dr NGIRENTE Edouard Premier Ministre</p>
<p>Bibonywe kandi bishyizweho Ikirango cya Repubulika:</p> <p>(sé) BUSINGYE Johnston Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta</p>	<p>Seen and sealed with the Seal of the Republic:</p> <p>(sé) BUSINGYE Johnston Minister of Justice/Attorney General</p>	<p>Vu et scellé du Sceau de la République:</p> <p>(sé) BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux</p>

<p>ITEKA RYA PEREZIDA N° 062/01 RYO KU WA 04/03/2020 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA YUNZE UBUMWE IHARANIRA DEMOKARASI YA ETIYOPIYA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA YAKOREWE I KIGALI, KU WA 25 GASHYANTARE 2016</p>	<p>PRESIDENTIAL ORDER N° 062/01 OF 04/03/2020 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENTS OF THE FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA AND THE REPUBLIC OF RWANDA CONCERNING AIR SERVICES DONE AT KIGALI, ON 25 FEBRUARY 2016</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 062/01 DU 04/03/2020 RATIFIANT L'ACCORD ENTRE LES GOUVERNEMENTS DE LA RÉPUBLIQUE FÉDÉRALE DÉMOCRATIQUE D'ÉTHIOPIE ET LA RÉPUBLIQUE DU RWANDA CONCERNANT LES SERVICES AÉRIENS FAIT À KIGALI, LE 25 FÉVRIER 2016</p>
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<p>Tumaze kubona Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika Yunze Ubumwe Iharanira Demokarasi ya Etiyopiya na Guverinoma ya Repubulika y'u Rwanda yakorewe i Kigali, ku wa 25 Gashyantare 2016;</p>	<p>Considering the Agreement between the Governments of the Federal Democratic Republic of Ethiopia and the Republic of Rwanda, concerning Air Services done at Kigali, on 25 February, 2016;</p>	<p>Considérant l'Accord entre les Gouvernements de la République Fédérale Démocratique d'Éthiopie et la République du Rwanda concernant les services aériens fait à Kigali, le 25 février 2016;</p>
<p>Bisabwe na Minisitiri w'Ibikorwa Remezo;</p>	<p>On proposal by the Minister of Infrastructure;</p>	<p>Sur proposition du Ministre des Infrastructures;</p>
<p>Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;</p>	<p>After consideration and approval by the Cabinet;</p>	<p>Après examen et adoption par le Conseil des Ministres;</p>
<p>TWATEGETSE KANDI DUTEGETSE:</p>	<p>HAVE ORDERED AND ORDER:</p>	<p>AVONS ARRÊTÉ ET ARRÊTONS:</p>
<p><u>Ingingo ya mbere:</u> Kwemeza burundu</p>	<p><u>Article One:</u> Ratification</p>	<p><u>Article premier:</u> Ratification</p>
<p>Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika Yunze Ubumwe Iharanira Demokarasi ya Etiyopiya na Guverinoma ya Repubulika y'u Rwanda yakorewe i Kigali, ku wa 25 Gashyantare 2016, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.</p>	<p>The Agreement between the Governments of the Federal Democratic Republic of Ethiopia and the Republic of Rwanda concerning Air Services done at Kigali, on 25 February 2016, annexed to this Order, is ratified and becomes fully effective.</p>	<p>L'Accord entre les Gouvernements de la République Fédérale Démocratique d'Éthiopie et la République du Rwanda concernant les services aériens fait à Kigali, le 25 février 2016, annexé au présent arrêté, est ratifié et sort son plein et entier effet.</p>
<p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p>	<p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p>	<p><u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté</p>
<p>Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga</p>	<p>The Prime Minister, the Minister of Infrastructure, the Minister of Foreign</p>	<p>Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires</p>

<p>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 muni ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p>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>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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<p>Kigali, ku wa 04/03/2020</p> <p>(sé) KAGAME Paul Perezida wa Repubulika</p>	<p>Kigali, on 04/03/2020</p> <p>(sé) KAGAME Paul President of the Republic</p>	<p>Kigali, le 04/03/2020</p> <p>(sé) KAGAME Paul Président de la République</p>
<p>(sé) Dr NGIRENTE Edouard Minisitiri w'Intebe</p>	<p>(sé) Dr NGIRENTE Edouard Prime Minister</p>	<p>(sé) Dr NGIRENTE Edouard Premier Ministre</p>
<p>Bibonywe kandi bishyizweho Ikirango cya Repubulika:</p> <p>(sé) BUSINGYE Johnston Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta</p>	<p>Seen and sealed with the Seal of the Republic:</p> <p>(sé) BUSINGYE Johnston Minister of Justice/Attorney General</p>	<p>Vu et scellé du Sceau de la République:</p> <p>(sé) BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux</p>

<p>UMUGEREKA W'ITEKA RYA PEREZIDA N° 062/01 RYO KU WA 04/03/2020 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA YUNZE UBUMWE IHARANIRA DEMOKARASI YA ETIYOPIYA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA YAKOREWE I KIGALI, KU WA 25 GASHYANTARE 2016</p>	<p>ANNEX TO THE PRESIDENTIAL ORDER N° 062/01 OF 04/03/2020 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENTS OF THE FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA AND THE REPUBLIC OF RWANDA CONCERNING AIR SERVICES DONE AT KIGALI, ON 25 FEBRUARY 2016</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 062/01 DU 04/03/2020 RATIFIANT L'ACCORD ENTRE LES GOUVERNEMENTS DE LA RÉPUBLIQUE FÉDÉRALE DÉMOCRATIQUE D'ÉTHIOPIE ET LA RÉPUBLIQUE DU RWANDA CONCERNANT LES SERVICES AÉRIENS FAIT À KIGALI, LE 25 FÉVRIER 2016</p>
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AGREEMENT
BETWEEN
THE GOVERNMENTS OF
THE FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA
AND
THE REPUBLIC OF RWANDA
CONCERNING AIR SERVICES

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Preamble

The Government of the Republic of Rwanda and Government of the Republic of Djibouti hereinafter referred to as the Contracting Parties,

Desiring to promote an international aviation system based on competition among Airlines in the marketplace with minimum governmental interference,

Desiring to promote their mutual relations in the field of civil aviation and thus to facilitate the expansion of international air services opportunities between them,

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

Desiring to make it possible for airline to offer the traveling and shipping public a variety of service options, and wishing to encourage individual Airline to develop and implement innovative and competitive prices,

Being aware and committed to provide and to maintain 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 and

Both Parties being willing to be committed to the full implementation of the Yamoussoukro Decision of November 14, 1999 and endorsed by the Heads of States of the Organization for African Unity (OAU) in July 2000 related to the liberalization of access to air transport markets in Africa,

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

Have agreed as follows:

ARTICLE 1
DEFINITIONS

1. For the purpose of this Agreement, unless the context otherwise requires:
 - (a) The term "aeronautical authorities" means in the case of the Federal Democratic Republic of Ethiopia, Ministry of Transport, Ethiopian Civil Aviation Authority, and in the case of the Republic of Rwanda, the Ministry responsible for Civil Aviation, Rwanda Civil Aviation Authority or in both cases any person or body, authorized to exercise the functions presently assigned to the said authorities;
 - (b) The term "agreed services" means scheduled air services on the routes specified in the Annex(es) to this Agreement for the transportation of passengers, cargo and mail, separately or in combination;
 - (c) The term "Agreement" means this Agreement, its Annexes, and any amendments thereto;
 - (d) The term "air service", "international air service", "airline" and "stop for non-traffic purposes" have meanings respectively assigned to them in Article 96 of the Convention;
 - (e) The term "the Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any annex adopted under article 90 of that Convention and any amendment of the annexes or Convention under articles 90 and 94 thereof which have been adopted by both Contracting Parties;
 - (f) The term "capacity" is the amount(s) of services provided under this Agreement, usually measured in the number of flights (frequencies) or seats or tones of cargo offered in a market (city pair, or country to country) or on a route during a specific period, such as daily, weekly, seasonally or annually;
 - (g) The term "designated airline" means an airline which one Contracting Party has designated, in accordance with Article 7 of this Agreement, for operation of the agreed air services;
 - (h) The term "ground equipment", "aircraft stores" and "spare parts" have the meanings respectively assigned to them in Annex 9(Facilitation) of the Convention;
 - (i) The term "tariff" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which these prices apply, including commission charges and other additional remuneration for agency and other auxiliary services or sale of transportation documents but excluding remuneration and conditions for the carriage of mail;
 - (j) The term "territory" has the meaning given to it under Article 2 of the Convention;
 - (k) The term "traffic" means passengers, baggage, cargo and mail.
 - (l) The term "user charges" means a charge made to airlines by the competent authorities or permitted by those authorities to be made for the provision of airport property or facilities or of air navigation facilities, or related services and facilities, for aircraft, their flight crews, passengers and cargo
2. The Annex to this Agreement and any amendments thereto forms an integral part of the Agreement.

ARTICLE 2
GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of operating air services on the routes specified in the schedules of the Annex. Such services and routes are hereinafter called "agreed services" and "specified routes" respectively.
2. Subject to the provisions of this Agreement the airline designated by each Contracting Party shall enjoy, while operating international air services:
 - (a) the right to fly without landing across the territory of the other Contracting Party;
 - (b) the right to make stops in the said territory for non-traffic purposes;
 - (c) the right to embark and disembark in the said territory at the points specified in the Annex of this Agreement, passengers, baggage, cargo and mail destined for or coming from points in the territory of the other Contracting Party ;
 - (d) the right to embark and disembark in the territory of third countries at the points specified in the Annex of this Agreement, passengers, baggage, cargo and mail destined for or coming from points in the territory of the other Contracting Party, specified in the Annex of this Agreement.
3. Nothing in paragraph 2 of this Article shall be deemed to confer on the designated airline of one Contracting Party the privilege of embarking, in the territory of the other Contracting Party, passengers, baggage, cargo and mail carried for remuneration or hire and destined for another point in the territory of that Contracting Party.
4. The airlines of each Contracting Party, other than those designated under Article 7 of this Agreement, shall also enjoy the rights specified in paragraph 2(a) and (b) of this Article.
5. If because of armed conflict, natural calamities, political disturbances or disruptive developments, the designated airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate rearrangements of such routes.

ARTICLE 3
EXERCISE OF RIGHTS

1. The designated airline of each Contracting Party shall have fair and equal opportunity to carry on the agreed services traffic embarked in the territory of one Contracting Party and disembarked in the territory of the other Contracting Party or vice versa and shall regard as being of supplementary character traffic embarked or disembarked in the territory of the other Contracting Party to and from points en-route. The designated airline of each Contracting Party in providing capacity for the carriage of traffic embarked in the territory of the other Contracting Party and disembarked at points on the specified routes or vice versa shall take into consideration the primary interest of the designated airline of the other Contracting Party in such traffic so as not to affect unduly that interest of the latter airline.
2. The agreed services provided by the designated airline of each Contracting Party shall be closely related to the requirements of the public for transportation on the specified routes, and each shall have as its primary objective the provision of capacity adequate to meet the demands to carry passengers, cargo and mail embarked or disembarked in the territory of the Contracting Party which has designated the airline as specified in the Annex to this Agreement.
3. Provision for the carriage of passengers, cargo and mail embarked in the territory of the other Contracting Party and disembarked at points in third countries on the specified routes or vice versa shall be made in accordance with the general principle that capacity shall be related to:
 - (a) the requirements of traffic embarked or disembarked in the territory of the Contracting Party which has designated the airline;
 - (b) the requirements of traffic of the area through which the airline passes, after taking account of other air services established by airlines of the States situated in the area.

ARTICLE 4
APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party governing entry into and departure from its territory of aircraft engaged in international air navigation or flights of such aircraft over that territory shall apply to the designated airline of the other Contracting Party.
2. The laws and regulations of one Contracting Party governing entry into, sojourn in, and departure from its territory of passengers, flight crew, baggage, cargo or mail, such as formalities regarding entry, exit, emigration and immigration, as well as customs and sanitary measures shall apply to passengers, flight crew, baggage, cargo or mail carried by the aircraft of the designated airline of the other Contracting Party while they are within the said territory.
3. Neither Contracting Party may grant any preference to its own airline nor any other airline with regard to the designated airline of the other Contracting Party in the application of the laws and regulations provided for in this Article.

ARTICLE 5
AVIATION SECURITY

1. Consistent with their rights and obligations under international law, as Signatories or as Parties to the following Conventions, 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, as Signatories or as Parties to, shall in particular act in conformity with the provisions of the Convention on offenses and certain other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970 and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, its Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991, as well as with any other Convention and Protocol relating to the Security of Civil Aviation which both Contracting Parties adhere to.
2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and flight crew, airports and air navigation facilities, and any other threat to the security of civil aviation.
3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as annexes to the convention on International Civil Aviation to the extent that such security provisions are applicable to the Contracting Parties; they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions.
4. Operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3 above required by the other Contracting Party for entry into, departure from, or while within, the territory of that other contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, flight crew, carry-on items, and 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 flight 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 30 (thirty) days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorization and technical permission of an airline of that Contracting Party. When required by an emergency, a Contracting party may take interim action prior to the expiry of 30 (thirty) days.

ARTICLE 6
AVIATION SAFETY

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to air flight crews, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within 30 days of that request.
2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Chicago Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and the other Contracting Party to take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within 15 days or such longer period as may be agreed shall be grounds for the application of Article 8 of this Agreement to revoke or suspend operating authorization.
3. Notwithstanding the obligation mentioned in article 33 of the Chicago Convention it is agreed that any aircraft operated by or, under a lease agreement, on behalf of the airline of one Contracting Party on services to or from the territory of the other Contracting Party, may, while within the territory of the other Contracting Party be made the subject of an examination by the authorized representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its flight crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.
4. If any such ramp inspection or series of ramp inspections gives rise to:
 - (a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Chicago Convention; or
 - (b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Chicago Convention:the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Chicago Convention, be free to conclude that the requirements under which the certificate or licenses in respect of that aircraft or in respect of the flight crew of that aircraft had been issued or rendered valid or that the requirements under which that aircraft is operated are not equal to or above the minimum standards established pursuant to the Chicago Convention.
5. In the event that access for the purpose of undertaking a ramp inspection of air aircraft operated by the airline of one Contracting Party in accordance with paragraph (3) of this Article is denied by a representative of that airline, the other contracting party shall be free to infer that serious concerns of the type referred to in paragraph (4) of this Article arise and draw the conclusions referred in that paragraph.
6. Each Contracting Party reserves the right to suspend or vary the operating authorization of an airline of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.
7. Any action by one Contracting Party in accordance with paragraphs (2) or (6) of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 7
DESIGNATION AND OPERATING AUTHORIZATION

1. Each Contracting Party shall have the right to designate an airline for the purpose of operating the agreed services. Such designation shall be effected by virtue of a written notification between the aeronautical authorities of both Contracting Parties.
2. The aeronautical authorities who have received the notification of designation shall, subject to the provisions of paragraph 3 of this Article, grant without delay to the designated airline of the other Contracting Party the necessary operating authorization.
3. The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to prove that:-
 - (a) it is legally established in accordance with the Contracting Parties national laws and regulations;
 - (b) it has its headquarters, central administration and principal place of business physically located in the Contracting Party;
 - (c) it is duly licensed by a Contracting Party as defined in Annex 6 of the Chicago Convention;
 - (d) its substantial ownership and effective control are vested in the Contracting Party designating that airline or in its nationals
 - (e) it is adequately insured with regard to passengers, cargo, mail, baggage and third parties in an amount at least equal to the provisions of the International Conventions in force;
 - (f) it is capable of demonstrating its ability to maintain standards at least equal to those set by ICAO and to respond to any query from any State to which it provides air services;
4. Having received the operating authorization, provided for under paragraphs 2 and 3 of this Article, the designated airline may at any time operate the agreed services, provided that the airline complies with the applicable provisions of this Agreement.

ARTICLE 8
REVOCATION AND SUSPENSION OF OPERATING AUTHORIZATION

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 of this Agreement by the designated airline of the other Contracting Party or to impose such conditions as it may deem necessary on the exercise of such right, if:
 - (a) the airline does not fulfill the criteria set forth under Article 7(3) of this Agreement;
 - (b) the said airline fails to comply with or has infringed the laws or regulations of the Contracting Party granting these rights, or
 - (c) the said airline fails to operate the agreed services in accordance with the conditions prescribed under this Agreement.
2. Such a right shall be exercised only after consultation with the other Contracting Party, unless immediate revocation, suspension or imposition of the conditions provided for under paragraph 1 of this Article is essential to prevent further infringements of laws and regulations.

ARTICLE 9
RECOGNITION OF CERTIFICATES AND LICENSES

1. Certificates of air worthiness, certificates of competency and licenses issued or rendered valid by one of the Contracting Parties shall, during the period of their validity, be recognized as valid by the other Contracting Party, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.
2. Each Contracting Party reserves the right, however, to refuse to recognize as valid, for the purpose of flights over its own territory, certificates of competency and licenses granted to or rendered valid for its own nationals by the other Contracting Party or by any other State.

ARTICLE 10
CUSTOMS DUTIES AND OTHER TAXES

1. On arriving in the territory of the other Contracting Party, aircraft operated on international services by the designated airline of one Contracting Party, as well as their normal equipment, fuel and lubricants, aircraft stores including food, beverages and tobacco carried on board such aircraft, shall be exempted, on a reciprocity basis, from all duties or taxes, provided such equipment, supplies and stores remain on board the aircraft until they are re-exported.
2. The exemption granted by this Article shall apply to items referred to in paragraph 1 of this Article if:
 - (a) introduced into the territory of one Contracting Party by or on behalf of a designated airline of the other Contracting Party;
 - (b) retained on board the aircraft of a designated airline of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party;
 - (c) taken on board aircraft of a designated airline of one Contracting Party in the territory of the other Contracting Party and intended for use in operating the agreed services;

whether or not such items are used or consumed wholly within the territory of the Contracting party granting the exemption provided that the ownership of such items is not transferred in the territory of the said Contracting Party;

3. The regular airborne equipment, as well as the materials and supplies normally retained on board of the aircraft of a designated airline of either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.
4. Passengers, baggage and cargo in direct transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose shall at the utmost be subject to a very simplified control. Baggage and cargo in direct transit shall be exempted from duties and taxes, customs duties included.
5. Each Contracting Party shall undertake to exempt the airline designated by the other Contracting Party from payment of any taxes on its revenues earned while operating international air services.

ARTICLE 11
USER CHARGES

1. Each Contracting Party shall use its best efforts to ensure that user charges imposed or permitted to be imposed by its competent authorities on the designated airline of the other Contracting Party are just and reasonable. They shall be based on non-discriminatory and sound economic principles.
2. Charges for the use of airport and air navigation facilities and services offered by one Contracting Party to the designated airline of the other Contracting Party shall not be higher than those which have to be paid by national aircraft operating on scheduled international services.

ARTICLE 12
COMMERCIAL ACTIVITIES

1. The designated airline of one Contracting Party may, in accordance with the laws and regulations of the other Contracting Party relating to entry, residence and employment, bring in and maintain in the territory of the other Contracting Party managerial, sales, technical, operational and other specialist staff required for the operation of the agreed services.
2. For the commercial activities the principle of reciprocity shall apply. The competent Authorities of each Contracting Party shall ensure the implementation of the provisions of this Agreement.
3. In particular, each Contracting Party grants to the designated airline of the other Contracting Party the right to engage in the sale of air transportation in its territory directly and, at the airline's discretion, through its agents. Each 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 subject to the national laws and regulations or, in freely convertible currencies of other countries.
4. The designated airline of each Contracting Party shall have an equal opportunity to employ, subject to the laws and regulations of the other Contracting Party, the local technical and commercial personnel for the performance of the agreed services on the specified routes and to establish and operate offices in the territory of the other Contracting Party.
5. In operating air services on the specified routes the designated airline of one Contracting Party may enter into code-sharing and/or blocked-space arrangement with:
 - (a) an airline of the same Contracting Party,
 - (b) an airline of the other Contracting Party,
 - (c) an airline of a third Party

provided that the airlines involved in such arrangements hold the underlying traffic rights and meet the requirements normally applied in such arrangements.

6. The provisions in paragraph 5 of this Article on third-party code-share are, however, subject to the conditions that all airlines in such arrangements:
 - (a) have received approval from and meet the requirements applied to such arrangements by the aeronautical authorities of the Contracting Parties,
 - (b) hold the underlying traffic rights and meet the terms of this Agreement,
 - (c) Provide the consumers with the proper information concerning such code-sharing and/or blocked-space arrangements.

ARTICLE 13
CONVERSION AND TRANSFER OF REVENUES

Each Contracting Party shall grant to the designated airline of the other Contracting Party, the right of free transfer of the excess of receipts over expenditure earned by that airline in the territory of the other Contracting Party in connection with the carriage of passengers, baggage, mail and cargo. Such transfer shall be at the official rate of exchange, where such a rate exists or otherwise at a rate equivalent to that at which the receipts were earned. If such transfers are regulated by a special Agreement between the Contracting Parties, this special Agreement shall apply.

ARTICLE 14
TARIFFS

1. The tariffs applicable between the territories of the two Contracting Parties shall be established at reasonable levels, due regard being paid to all relevant factors, including the cost of operation, the interests of users, reasonable profit, class of service and, when it is deemed appropriate, the tariffs of other airlines operating over whole or part of the routes specified in the Annex.
2. Each Party shall allow prices for air transport to be established by each designated airline based upon commercial consideration in the marketplace. Intervention by the Parties shall be limited to:
 - (a) prevention of unreasonably discriminatory prices or practices;
 - (b) protection of consumers from prices that are unreasonably high or restrictive due to the abuse of a dominant position; and
 - (c) protection of airline from prices those are artificially low due to direct or indirect government subsidy or support.
3. Each Contracting Party may require notification to or filing with its aeronautical authorities of prices to be charged to or from its territory by airline of the other Party. Notification or filing by the airlines of both parties may be required not more than 30 days before the proposed date of effectiveness. In individual cases, notification or filing may be permitted on shorter notice than normally required. Neither Contracting Party shall require the notification nor filing by airline of the other Contracting Party of prices charged by charterers to the public, except as be required on a non-discriminatory basis for information purposes.
4. Neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged by:
 - (a) an airline of either Contracting Party for international air transport between the territories of the Contracting Parties.
 - (b) an airline of one Contracting Party for international air transport between the territory of the other Contracting Party and any other country, including in both cases transportation on an interline or interline basis. If either Contracting Party believes that any such price is inconsistent with the consideration set forth in paragraph 1 of this Article, it shall request consultations and notify the other Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than 30 days after receipt of the request, and the Contracting Parties shall cooperate in securing information necessary for resolution of the issue.

5. If the Contracting Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each party shall use its best efforts to put that agreement into effect. The price shall take effect without prejudice to paragraph 2 of this Article.
6. In case of tariff change, there shall be no approval required by the Aeronautical Authorities of the Contracting Parties concerned for tariff to be charged by the designated airline for the carriage of passenger, cargo and mail. The airline shall in this case file such tariffs before they enter into effect.

ARTICLE 15
TIME-TABLE SUBMISSION

1. As long in advance as practicable, but not less than thirty (30) days, before the introduction of an agreed service or any modification thereof, or within thirty (30) days after receipt of a request from the aeronautical authorities, the designated airline of a Contracting Party shall submit to the aeronautical authorities of the other Contracting Party, information regarding the nature of service, time-tables, types of aircraft including the capacity provided on each of the specified routes and any other information for approval.
2. The designated airline shall also furnish any other information as may be required to satisfy the aeronautical authorities of the other Contracting Party that the requirements of this Agreement are being duly observed.

ARTICLE 16
PROVISION OF STATISTICS

The aeronautical authorities of each Contracting Party shall provide, or shall cause their designated airlines to provide, the aeronautical authorities of the other Contracting Party, upon request, periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the operation of the agreed services, including statistics showing the initial origins and final destinations of the traffic.

ARTICLE 17
CONSULTATION

Either Contracting Party may at any time request consultations on any problem related to the implementation, interpretation, application or amendment of this Agreement. Such consultations, which may be between the Aeronautical Authorities and through discussions or correspondence, shall begin within a period of sixty (60) days from the date the other Contracting Party receives a written request, unless otherwise agreed by the Contracting Parties.

ARTICLE 18
DISPUTES SETTLEMENT

1. If any dispute arises between the Contracting Parties relating to the implementation, interpretation, application or amendment of this Agreement, the Contracting Parties shall in the first place endeavor to settle it by negotiation between them.
2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body, or 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 a written receipt by either Contracting Party from the other of a notice through the diplomatic channel requesting arbitration of the dispute, and the third arbitrator shall be appointed within a further period of thirty (30) 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 specified period, the president of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. Where the president possesses the nationality of one of the two Contracting Parties or is otherwise prevented from carrying out this function, his deputy in office shall make the necessary appointments. The third arbitrator shall be a national of a third Contracting State and shall act as president of the arbitral body.
3. Each Contracting Party shall be responsible for the cost of its nominated arbitrator and both Contracting Parties shall share equally all further expenses involved in the activities of the tribunal including expenses of the president.
4. The arbitral tribunal shall determine its own procedure.
5. The Contracting Parties undertake to comply with any decision given under paragraphs 2 and 4 of this Article.
6. If and so long as either Contracting Party or the designated airline of either Contracting party fails to comply with a decision given under paragraphs 2 and 4 of this Article, the other Contracting party may limit, withhold or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default or to the designated airline in default as the case may be.

ARTICLE 19
AMENDMENTS

1. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, it shall request consultation in accordance with the provisions of Article 17 of this Agreement and consultation will be confirmed by an exchange of Diplomatic Notes.
2. If the amendment relates to the provision of the Agreement other than those of the annex, the amendment shall be approved by each Contracting Party in accordance with its constitutional procedures.
3. If the amendments relates only to the provision of the annex it shall be agreed upon between the aeronautical authorities of both Contracting Parties.
4. In the event of the conclusion of any general multilateral convention concerning air transport by which both Contracting Parties become bound, this Agreement shall be so modified as to conform to the provision of such a convention.

ARTICLE 20
TERMINATION

1. Each Contracting Party may at any time give notice in writing, through Diplomatic channels, to the other Contracting Party of its decision to terminate this Agreement. Such notice shall simultaneously be communicated to the International Civil Aviation Organization (ICAO).
2. The Agreement shall terminate at the mid night (at the place of a written receipt of the notice) after twelve (12) months from the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by mutual agreement before the expiry of this period.
3. In the absence of acknowledgment 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 (ICAO).

ARTICLE 21
REGISTRATION WITH ICAO

This Agreement and any subsequent amendments thereto shall be registered with the International Civil Aviation Organization (ICAO).

ARTICLE 22
ENTRY INTO FORCE

This Agreement and its Annex shall enter into force provisionally from the date of its signature and definitively upon exchange of notes through diplomatic channels, on the fulfillment of the constitutional requirements for the entry into force of International Agreements in each Contracting Party.

Upon entry into force of this Agreement, the Agreement between the Imperial Ethiopian Government and the Government of the Republic of Rwanda for Air Services between and beyond their respective territories signed at Addis Ababa on 30th April 1970; and the Air Services Agreement between the Federal Democratic Republic of Ethiopia and the Republic of Rwanda initialed at Kigali on 2nd April 2004 shall cease to be in force and are hereby repealed.

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

Done at Kigali on this 25th day of the month of February in the year 2016, in two originals, in the English language.

**For the Government of the Federal
Democratic Republic of Ethiopia**



.....
Mr. GOBENA Guangul

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



.....
Col. Silas UDAHEMUKA

ANNEX

1. ROUTE SCHEDULE

A. The designated airline of the Republic of Rwanda shall be entitled to operate scheduled international air services in both directions on the routes specified hereafter:

Points in Rwanda	Intermediary Points	Points in Ethiopia	Points Beyond
Any point	Any Point in Africa	Any Point	Any Point in Africa

B. The designated airline of the Republic of Rwanda shall be entitled to operate scheduled international air services in both directions on the routes specified hereafter:

Points in Ethiopia	Intermediary Points	Points in Rwanda	Points Beyond
Any point	Any Point in Africa	Any Point	Any Point in Africa

2. TRAFFIC RIGHTS

The designated airlines of both Contracting Parties have the right to exercise 3rd, 4th and full 5th freedom traffic rights.

Exercise of 5th freedom traffic rights beyond Africa shall be subject to approval of the aeronautical authorities up on request submitted through diplomatic channel.

3. FREQUENCY AND CAPACITY

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

Note:

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



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The Federal Democratic Republic of Ethiopia
Office of the Prime Minister

**TO ALL TO WHOM THESE PRESENTS SHALL COME,
GREETINGS;**

WHEREAS, it is necessary to appoint a representative vested with full powers to negotiate and sign, on behalf of the Government of the Federal Democratic Republic of Ethiopia, Air Service Agreement between the Government of the Federal Democratic Republic of Ethiopia and the Government of the Republic of Rwanda from 24-25 February 2016, to be held in Rwanda;

NOW, THE REFORE, I, Hailemariam Dessalegn, Prime Minister of the Federal Democratic Republic of Ethiopia, do hereby certify that Ato Gobena Guangul, Deputy Director General of the Ethiopian Civil Aviation Authority, has been vested with full powers to negotiate and sign the aforementioned Agreement on behalf of the Government of the Federal Democratic Republic of Ethiopia;

IN WITNESS WHEREOF, I have signed this Instrument and caused the seal of the Government of the Federal Democratic Republic of Ethiopia to be hereunto affixed.

Done at Addis Ababa, on the Twenty Second Day of the Month
of February in the Year Two Thousand Sixteen.

SIGNED

/S/ Hailemariam Dessalegn
Prime Minister of the Federal
Democratic Republic of Ethiopia

Certified Correct Translation



Tedros Adhanom Ghebreyesus (PhD)
Minister





REPUBLIC OF RWANDA
MINISTRY OF FOREIGN AFFAIRS AND COOPERATION

FULL POWERS TO ACT

We, **Louise MUSHIKIWABO**, Minister of Foreign Affairs and Cooperation, by virtue of the delegation entrusted to us by **His Excellency Paul KAGAME**, President of the Republic of Rwanda;

Have duly nominated and fully empowered **Col. Silas UDAHEMUKA**, the Director General of Rwanda Civil Aviation Authority, to sign the Rwanda-Ethiopia Bilateral Air Service Agreement on behalf of the Government of Rwanda.

In witness whereof, we hereby issue these Full Powers to act.

IN FAITH WHEREOF we have signed this present at Kigali, on 23rd February 2016

A handwritten signature in black ink, appearing to read 'Louise Mushikiwabo', written over a faint circular official seal.

Louise MUSHIKIWABO

MEMORANDUM OF UNDERSTANDING
ON
THE AGREEMENT CONCERNING AIR SERVICES
BETWEEN
THE AERONAUTICAL AUTHORITIES OF
THE FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA
AND
THE REPUBLIC OF RWANDA

Aeronautical Authorities representing the Governments of the Federal Democratic Republic of Ethiopia and the Republic of Rwanda met in Kigali, Rwanda on 24-25 February 2016 to discuss and sign the Agreement between the Government of the Federal Democratic Republic of Ethiopia and the Government of the Republic of Rwanda concerning Air Services (the Agreement).

The negotiations were held in a cordial and friendly atmosphere characteristic of the good relations that exist between the two brotherly countries.

The list of both delegations is attached hereto as **Appendix A**.

The following issues were discussed and agreed on:-

1. Air Services Agreement

- 1.1 The Delegations finalized and signed the text of the new ASA, a copy of which is hereto attached. The new ASA shall enter into force on the date of the last notification through diplomatic notes by either Contracting Party to the other Contracting Party that it has fulfilled its internal legal procedures for the entry into force of this Agreement.
- 1.2 Pending the entry into force, both delegations agreed to act in accordance with the provisions of the ASA.

2. Traffic Rights

Air Services operations shall be conducted under the 3rd, 4th and full 5th freedoms of the air for the designated airlines of both Contracting Parties.

Exercise of 5th freedom traffic rights beyond Africa shall be subject to approval of the aeronautical authorities up on request submitted through diplomatic channel.

3. Frequency and Capacity

The designated airlines of both Contracting Parties are entitled to operate unlimited frequencies per week on any type of aircraft for both passenger and/or cargo services.

4. Designation of Airlines

Pursuant to Article 7 (Designation and Operating Authorization) of the Agreement, the Government of the Republic of Rwanda hereby accepts Ethiopian Airlines as the designated airline of the Government of the Federal Democratic Republic of Ethiopia; and the Government of the Federal Democratic Republic of Ethiopia hereby accepts RwandaAir as the designated airline of the Government of the Republic of Rwanda.

5. Taxation

Each Contracting Party shall exempt the airline designated by the other Contracting Party from payment of any taxes on its revenues earned while operating international air services.

6. Code share

The designated airlines of both Contracting Parties may enter into a code-share arrangement with any airline(s) including third country airline(s), provided that those third country airline(s) have the underlying traffic rights.

7. Route Schedule

A. The designated airline of the Federal Democratic Republic of Ethiopia shall be entitled to operate scheduled international air services in both directions on the routes specified hereafter:

Points in Ethiopia	Intermediary Points	Points in Rwanda	Points Beyond
Any point	Any point in Africa	Any Point	Any point in Africa

B. The designated airline of the Republic of Rwanda shall be entitled to operate scheduled international air services in both directions on the routes specified hereafter:

Points in Rwanda	Intermediary Points	Points in Ethiopia	Points Beyond
Any point	Any point in Africa	Any Point	Any point in Africa

8. Entry into Force

This Memorandum of Understanding shall enter into effect on the date of its signature.

Upon entry into force of this Memorandum of Understanding, the Memorandum of Understanding signed at Kigali on 2nd April 2004 shall cease to be in force and is hereby repealed.

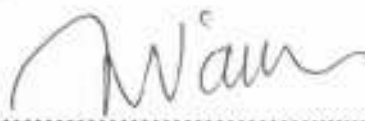
Done at Kigali, Rwanda on the 25th day of February 2016,

For the Aeronautical Authorities of the Federal Democratic Republic of Ethiopia



.....
Mr. GOBENA Guangul,
 Deputy Director General,
 Aviation Regulation,
 Ethiopian Civil Aviation Authority

For the Aeronautical Authorities of the Republic of Rwanda



.....
Col. Silas UDAHUKA
 Director General
 Rwanda Civil Aviation Authority

LIST OF DELEGATION

Ethiopia:

1. Mr. GOBENA Guangul,
Deputy Director General, Aviation Regulation,
Ethiopian Civil Aviation Authority,
Head of Delegation
2. Mrs. BERHANE Kebede,
Senior Air Transport Expert,
Ethiopian Civil Aviation Authority,
Delegate.

Rwanda:

1. Col. Silas UDAHEMUKA
Director General
Rwanda Civil Aviation Authority;
Head of Delegation
2. Mr. Anthony Mpagaze,
Senior Air transport engineer
Ministry of Infrastructure;
3. Mr. Claver Bazatoha
Director of Regulatory Services
Rwanda Civil Aviation Authority.
4. Mr. Eustache Ngoga
Director Legal Affairs
Rwanda Civil Aviation Authority.
5. Mr. Olivier Gihana
Air Transport Officer
Rwanda Civil Aviation Authority.
6. Mr. Serge Gatoyi
Air Transport Officer
Rwanda Civil Aviation Authority.
7. Mr. Derrick NUWAGABA
Manager, Government and International Affairs
RwandAir

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 062/01 ryo ku wa 04/03/2020 ryemeza burundu Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika Yunze Ubumwe Iharanira Demokarasi ya Etiyopiya na Guverinoma ya Repubulika y'u Rwanda yakorewe i Kigali, ku wa 25 Gashyantare 2016</p>	<p>Seen to be annexed to the Presidential Order n° 062/01 of 04/03/2020 ratifying agreement between the Governments of the Federal Democratic Republic of Ethiopia and the Republic of Rwanda concerning air services done at Kigali, on 25 February, 2016</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 062/01 du 04/03/2020 ratifiant l'Accord entre les Gouvernements de la République Fédérale Démocratique d'Éthiopie et la République du Rwanda concernant les services aériens fait à Kigali, le 25 février 2016</p>
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<p>Kigali, ku wa 04/03/2020</p> <p>(sé) KAGAME Paul Perezida wa Repubulika</p>	<p>Kigali, on 04/03/2020</p> <p>(sé) KAGAME Paul President of the Republic</p>	<p>Kigali, le 04/03/2020</p> <p>(sé) KAGAME Paul Président de la République</p>
<p>(sé) Dr NGIRENTE Edouard Minisitiri w'Intebe</p>	<p>(sé) Dr NGIRENTE Edouard Prime Minister</p>	<p>(sé) Dr NGIRENTE Edouard Premier Ministre</p>
<p>Bibonywe kandi bishyizweho Ikirango cya Repubulika:</p> <p>(sé) BUSINGYE Johnston Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta</p>	<p>Seen and sealed with the Seal of the Republic:</p> <p>(sé) BUSINGYE Johnston Minister of Justice/Attorney General</p>	<p>Vu et scellé du Sceau de la République:</p> <p>(sé) BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux</p>

<p>ITEKA RYA PEREZIDA N° 063/01 RYO KU WA 04/03/2020 RYEMEZA BURUNDU AMASEZERANO AHURIWEHO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA SUDANI Y'EPFO, YAKOREWE I KIGALI, KU WA 10 UKUBOZA 2015</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° 063/01 OF 04/03/2020 RATIFYING BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNEMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF SOUTH SUDAN, DONE AT KIGALI, ON 10 DECEMBER 2015</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° 063/01 DU 04/03/2020 RATIFIANT L'ACCORD BILATÉRAL RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU SOUDAN DU SUD FAIT À KIGALI, LE 10 DÉCEMBRE 2015</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° 063/01 RYO KU WA 04/03/2020 RYEMEZA BURUNDU AMASEZERANO AHURIWEHO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA SUDANI Y'EPFO, YAKOREWE I KIGALI, KU WA 10 UKUBOZA 2015</p>	<p>PRESIDENTIAL ORDER N° 063/01 OF 04/03/2020 RATIFYING BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNEMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF SOUTH SUDAN, DONE AT KIGALI, ON 10 DECEMBER 2015</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 063/01 DU 04/03/2020 RATIFIANT L'ACCORD BILATÉRAL RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU SOUDAN DU SUD, FAIT À KIGALI, LE 10 DÉCEMBRE 2015</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>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>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>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>Dushingiye ku Itegeko n° 54/2016 ryo ku wa 28/11/2016 ryemera kwemeza burundu amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Repubulika y'u Rwanda na Repubulika ya Sudani y'Epfo yashyiriweho umukono i Kigali mu Rwanda, ku wa 10 Ukuboza 2015;</p>	<p>Pursuant to Law n° 54/2016 of 28/11/2016 approving ratification of the bilateral air services agreement between the Government of the Republic of Rwanda and the Government of the Republic of South Sudan signed at Kigali, Rwanda, on 10 December 2015;</p>	<p>Vu la Loi n° 54/2016 du 28/11/2016 approuvant la ratification de l'Accord bilatéral relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Soudan du Sud, signé à Kigali, au Rwanda le 10 décembre 2015;</p>
<p>Tumaze kubona Amasezerano ahuriweho ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika y'u Rwanda na</p>	<p>Considering the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of</p>	<p>Considérant l'Accord bilatéral relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de</p>

<p>Guverinoma ya Repubulika ya Sudani y'Epfo yakorewe i Kigali, ku wa 10 Ukuboza 2015;</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 ahuriweho ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Sudani y'Epfo yakorewe i Kigali, ku wa 10 Ukuboza 2015, ari ku mugereka w'iri teka yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.</p> <p><u>Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka</u></p> <p>Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.</p>	<p>the Republic of South Sudan done at Kigali, on 10 December 2015;</p> <p>On proposal by the Minister of Infrastructure;</p> <p>After consideration and approval by the Cabinet;</p> <p>HAVE ORDERED AND ORDER:</p> <p><u>Article One: Ratification</u></p> <p>The Bilateral air services agreement between the Government of the Republic of Rwanda and the Government of the Republic of South Sudan done at Kigali, on 10 December 2015, 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>la République du Soudan du Sud fait à Kigali, le 10 décembre 2015;</p> <p>Sur proposition du Ministre des Infrastructures;</p> <p>Après examen et adoption par le Conseil des Ministres;</p> <p>AVONS ARRÊTÉ ET ARRÊTONS:</p> <p><u>Article premier: Ratification</u></p> <p>L'Accord bilatéral relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Soudan du Sud fait à Kigali, le 10 décembre 2015, annexé au présent arrêté est ratifié et sort son plein et entier effet.</p> <p><u>Article 2: Autorités chargées de l'exécution du présent arrêté</u></p> <p>Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.</p>
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<p><u>Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa</u></p> <p>Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p><u>Article 3: Commencement</u></p> <p>This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p><u>Article 3: Entrée en vigueur</u></p> <p>Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
<p>Kigali, ku wa 04/03/2020</p> <p>(sé) KAGAME Paul Perezida wa Repubulika</p>	<p>Kigali, on 04/03/2020</p> <p>(sé) KAGAME Paul President of the Republic</p>	<p>Kigali, le 04/03/2020</p> <p>(sé) KAGAME Paul Président de la République</p>
<p>(sé) Dr NGIRENTE Edouard Minisitiri w'Intebe</p>	<p>(sé) Dr NGIRENTE Edouard Prime Minister</p>	<p>(sé) Dr NGIRENTE Edouard Premier Ministre</p>
<p>Bibonywe kandi bishyizweho Ikirango cya Repubulika:</p> <p>(sé) BUSINGYE Johnston Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta</p>	<p>Seen and sealed with the Seal of the Republic:</p> <p>(sé) BUSINGYE Johnston Minister of Justice/Attorney General</p>	<p>Vu et scellé du Sceau de la République:</p> <p>(sé) BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux</p>

<p>UMUGEREKA W'ITEKA RYA PEREZIDA N° 063/01 RYO KU WA 04/03/2020 RYEMEZA BURUNDU AMASEZERANO AHURIWEHO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA SUDANI Y'EPFO YAKOREWE I KIGALI, KU WA 10 UKUBOZA 2015</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 063/01 OF 04/03/2020 RATIFYING BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNEMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF SOUTH SUDAN DONE AT KIGALI, ON 10 DECEMBER 2015</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 063/01 DU 04/03/2020 RATIFIANT L'ACCORD BILATÉRAL RELATIF AUX SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU SOUDAN DU SUD FAIT À KIGALI, LE 10 DÉCEMBRE 2015</p>
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BILATERAL AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF THE REPUBLIC OF SOUTH SUDAN

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Preamble

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

Preamble

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

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

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

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

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

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

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

Have agreed as follows:

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ARTICLE 1 DEFINITIONS

- 1 For the purpose of this Agreement and its Annexes, unless the context otherwise requires:
- a) **'Aeronautical Authorities'** means: In case of the Republic of Rwanda, the Minister in charge of Civil Aviation and in case of the Republic of South Sudan, the Ministry of Transport (Directorate of Civil Aviation), or in both cases any other authority or person empowered to perform the functions now exercised by the said authorities;
 - b) **'Agreed Services'** means: regular air services for the transportation of passengers, cargo and mail on the routes specified in the Annex to this agreement;
 - c) **'Agreed Services'** means regular air services for the transportation of passengers, cargo and mail on the routes specified in the Annex to this agreement;
 - d) **'Agreement'** means this Agreement, its Annexes and any amendments thereto;
 - e) **'Aircraft Equipment', 'Aircraft stores'** and **'Spare Parts'** have the meanings assigned to them in Annex 9 to the Convention;
 - f) **'Air Service', 'International Air Services', 'Airline(s)',** and **'Stop for Non Traffic Purposes'** have the meanings assigned to them in Article 96 of the Convention;
 - g) **'Air transportation'** means the public carriage by aircraft of passengers, baggage, cargo and mail separately or in combination, for remuneration or hire;
 - h) **'capacity'** is the amount(s) of services provided under the agreement, usually measured in the number of flights (frequencies) or seats or tons of cargo offered in a market (city pair, or country-to-country) or on a route during a specific period, such as daily, weekly, seasonally or annually;
 - i) **'Code sharing'** means a commercial arrangement between airlines whereby one airline sells seats, under its own name by use of the flight designator code, on another airline's flight.

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- j) **'Convention'** means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any Annex adopted under Article 90 of that Convention, and any amendment of the Annexes or Convention under Articles 90 and 94, insofar as such Annexes and amendments have become effective for both Parties;
- k) **'Designated airline'** means an airline which has been designated and authorized in accordance with Article 4 of this Agreement;
- l) **'International air transportation'** is air transportation in which the passengers, baggage, cargo and mail which are taken on board in the territory of one State are destined to another State;
- m) **'Schedule services'** means those services operated regularly by designated airline according to schedules published in advance to cover a timetable season.
- n) **'Specified route'** means the air route as set forth in the Annex to this Agreement on which the agreed service may be operated;
- o) **'Tariff'** means any fare, rate or charge for the carriage of passengers, baggage and/or cargo in air transportation charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;
- p) **'Territory'** in relation to a State has the meaning assigned to it in Article 2 of the Convention;
- q) **'User charges'** means a charge made to airlines by the competent authorities, or permitted by them to be made, for the provision of airport property or facilities or of air navigation facilities, or aviation security facilities or services, including related services and facilities for aircraft, their crews, passengers and cargo; and

ARTICLE 2 GRANT OF RIGHTS

1. Each Party grants to the other Party the rights specified in this Agreement for the purpose of operating international air services on the routes specified in the Annex (Route Schedule) to this Agreement.

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2. Subject to the provisions of this Agreement, the airline(s) designated by each Contracting Party shall enjoy the following rights:
 - a) the right to fly across the territory of the other Contracting Party without landing;
 - b) the right to make stops in the territory of the other Contracting Party for non-traffic purposes;
 - c) the right to make stops in the territory of the other Contracting Party at the point(s) specified in the Route Schedule to this Agreement for the purpose of taking on board and discharging international traffic in passengers, cargo and mail, separately or in combination (i.e. unrestricted third and fourth freedom traffic rights).
 - d) the right to take on board and discharge passengers, cargo and mail, separately or in combination to or from any other State (i.e. unrestricted fifth freedom traffic rights)
3. Nothing in paragraph 2 shall be deemed to confer on the designated airline(s) of one Contracting Party the privilege of taking on board, in the territory of the other Contracting Party, passengers, cargo and mail for remuneration and destined for another point in the territory of the other Contracting Party.

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**ARTICLE 3
DESIGNATION AND AUTHORIZATION**

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

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ARTICLE 4
WITHHOLDING, REVOCATION AND LIMITATION OF AUTHORIZATION

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

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ARTICLE 5 APPLICATION OF LAWS

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

ARTICLE 6 SAFETY

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

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3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Contracting Party, on service to or from the territory of another Contracting Party, may, while within the territory of the other Contracting Party be the subject of a search (in this Article called "ramp inspection") by the authorized representatives of the other Contracting Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of this search shall be to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that of the equipment and the condition of the aircraft conform to the Standards established at that time pursuant to the Convention.
4. If any such ramp inspection or series of ramp inspections referred to in paragraph 3 gives rise to:
 - a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; or
 - b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention;

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

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

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ARTICLE 7 AVIATION SECURITY

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



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

within fifteen (15) days from the date of such request shall constitute grounds for withholding, revoking, suspending or imposing conditions on the authorizations of the airline or airlines designated by the other Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the first Party may take interim action at any time.



ARTICLE 8 RECOGNITION OF CERTIFICATES

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

ARTICLE 9 FAIR COMPETITION

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



ARTICLE 10 CAPACITY

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

ARTICLE 11 APPROVAL OF SCHEDULES

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



ARTICLE 12 STATISTICS

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

ARTICLE 13 CODESHARE/COOPERATIVE ARRANGEMENTS

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

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

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

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

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

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- c) orally again by the airline's ground staff at all stages of the journey.
3. All code-sharing arrangements shall be notified to the appropriate Aeronautical Authorities prior to implementation.
4. It is the common understanding of both Contracting parties that code-sharing services are not counted against the frequency entitlement of the marketing airline.

ARTICLE 14 NON-NATIONAL PERSONNEL AND ACCESS TO LOCAL SERVICES

1. The designated airline of each Contracting Party shall be allowed to bring into and to maintain in the territory of the other Contracting Party their representatives and managerial, operational and technical staff of any nationality as required in connection with the operation of agreed services
2. Such representatives and staff requirements mentioned in paragraph 1 above may, at the option of the designated airline, be satisfied by its own personnel of any nationality or by using the services of any other airline, organization or company operating in the territory of the other Contracting Party and authorized to perform such services for other airlines
3. The representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party, and consistent with such laws and regulations:
 - a) each Contracting Party shall, with the minimum procedural delay, grant the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article; and
 - b) Both Contracting Parties shall facilitate and expedite the requirement of employment authorizations for personnel performing certain temporary duties not exceeding ninety (90) days.

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ARTICLE 15
SALE AND MARKETING OF AIR SERVICE PRODUCTS

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

ARTICLE 16
GROUND HANDLING

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

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ARTICLE 17 TARIFFS

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

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ARTICLE 18 CUSTOMS DUTIES

1. Each Contracting Party shall on the basis of reciprocity exempt a designated airline of the other Contracting Party to the fullest extent possible under its national law from customs duties, excise taxes, inspection fees and other national duties and charges on aircraft fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores and other items such as printed ticket stock, air waybills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed free of charge by that designated airline intended for use or used solely in connection with the operation or servicing of aircraft of the designated airline of such other Contracting Party operating the agreed services.
2. The exemptions granted by this Article shall apply to the items referred to in paragraph 1:
 - a) introduced into the territory of one Contracting Party by or on behalf of the designated airline of the other Contracting Party;
 - b) retained on board the aircraft of the designated airline of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party; or consumed during flight over that territory; and
 - c) taken on board the aircraft of the designated airline of one Contracting Party in the territory of the other Contracting Party and intended for use in operating the agreed services;whether or not such items are used or consumed wholly or partly within the territory of the Contracting Party granting the exemption, provided such items are not transferred in the territory of the said Contracting Party.
3. The regular airborne equipment, as well as the materials, supplies and stores normally retained on board the aircraft used by the designated airline of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that other Contracting Party. In such case, they may be



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

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

Article 19 Taxation

1. Profits from the operation of the aircraft of a designated airline in international traffic shall be taxable only in the territory of the Contracting Party in which the place of effective management of that airline is situated.
2. Capital represented by aircraft operated in international traffic by a designated airline and by movable property pertaining to the operation of such aircraft shall be taxable only in the territory of the Contracting Party in which the place of effective management of the airline is situated.
3. Where a special agreement for the avoidance of double taxation with respect to taxes on income and on capital exists between the Contracting Parties, the provisions of the latter shall prevail.

ARTICLE 20 TRANSFER OF FUNDS

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

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**ARTICLE 21
USER CHARGES**

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

**ARTICLE 22
LEASING**

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

**ARTICLE 23
INTERMODAL SERVICES**

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



ARTICLE 24 EXCHANGE OF INFORMATION

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

ARTICLE 25 CONSULTATION

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

ARTICLE 26 SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle their dispute by bilateral negotiations.
2. If the Contracting Parties fail to reach a settlement by negotiation, the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be named by each Contracting Party and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party.
3. Each of the Contracting Parties shall designate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other Contracting Party of a diplomatic note requesting arbitration of the dispute and the third arbitrator shall be agreed upon within a further period of sixty (60) days.
4. If either of the Contracting Parties fails to designate its own arbitrator within the period of sixty (60) days or if the third arbitrator is not agreed upon within the period

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indicated **the** President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators.

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

ARTICLE 27 AMENDMENT OF AGREEMENT

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

ARTICLE 28 MULTILATERAL CONVENTIONS

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

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ARTICLE 29 REGISTRATION

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

ARTICLE 30 TERMINATION

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

ARTICLE 31 ENTRY INTO FORCE

This Agreement and its Annex shall enter into force provisionally from the date of its signature and definitively upon exchange of notes through diplomatic channels on the fulfillment of the constitutional requirements for the entry into force of International Agreements in each Contracting Party.

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

Done at Kigali on this Tenth day of December, year Two Thousand Fifteen

Hon. Kwong Danhier Gatluak

Minister of Transport, Roads and Bridges

**FOR THE GOVERNMENT OF
THE REPUBLIC OF SOUTH SUDAN**

Hon. James Musoni

Minister of Infrastructure

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



ANNEX

ROUTE SCHEDULE

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

Points in Rwanda	Intermediate Points	Points in South Sudan	Beyond Points
Any points	Any Points	Any points	Any Points

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

Points in South Sudan	Intermediate Points	Points in Rwanda	Beyond Points
Any points	Any Points	Any points	Any Points

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 063/01 ryo ku wa 04/03/2020 ryemeza burundu Amasezerano ahuriweho ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Sudani y'Epfo yakorewe i Kigali, ku wa 10 Ukuboza 2015</p>	<p>Seen to be annexed to Presidential Order n° 063/01 of 04/03/2020 ratifying Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Republic of South Sudan done at Kigali, on 10 December 2015</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 063/01 du 04/03/2020 ratifiant l'Accord bilatéral relatif aux services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République du Soudan du Sud fait à Kigali, le 10 décembre 2015</p>
<p>Kigali, ku wa 04/03/2020</p> <p>(sé) KAGAME Paul Perezida wa Repubulika</p>	<p>Kigali, on 04/03/2020</p> <p>(sé) KAGAME Paul President of the Republic</p>	<p>Kigali, le 04/03/2020</p> <p>(sé) KAGAME Paul Président de la République</p>
<p>(sé) Dr NGIRENTE Edouard Minisitiri w'Intebe</p>	<p>(sé) Dr NGIRENTE Edouard Prime Minister</p>	<p>(sé) Dr NGIRENTE Edouard Premier Ministre</p>
<p>Bibonywe kandi bishyizweho Ikirango cya Repubulika:</p> <p>(sé) BUSINGYE Johnston Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta</p>	<p>Seen and sealed with the Seal of the Republic:</p> <p>(sé) BUSINGYE Johnston Minister of Justice/Attorney General</p>	<p>Vu et scellé du Sceau de la République:</p> <p>(sé) BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux</p>