

BILATERAL AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT

OF THE REPUBLIC OF LATVIA

AND

THE GOVERNMENT

OF THE REPUBLIC OF RWANDA

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PREAMBLE

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

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

Desiring to conclude an Agreement in conformity with and supplementary to the said Convention, for the purpose of establishing and operating air services between and beyond their respective territories;

Acknowledging the importance of air transportation as a means of creating and fostering friendship, understanding and co-operation between the people of the two countries;

Desiring to facilitate the expansion of international air transport opportunities;

HAVE AGREED AS FOLLOWS:

ARTICLE 1: DEFINITIONS

(1) For the purpose of this Agreement, unless the context otherwise requires, the term:

a) “Convention” means the Convention on International Civil Aviation, opened for signature at Chicago on the 7 December 1944, and includes: (i) any amendment thereto which has entered into force under Article 94(a) of the Convention and has been ratified by both Contracting Parties; and (ii) any annex or amendment adopted thereto under Article 90 of that Convention, insofar as such annex or amendment is at any given time effective for both Contracting Parties;

b) “aeronautical authorities” means in the case of the Republic of Latvia, the Ministry of Transport; and in the case of the Republic of Rwanda, the Ministry in charge of Civil Aviation, and the Rwanda Civil Aviation Authority, or in both cases, their successors or any person or body who may be authorised to perform any functions at present exercisable by the above-mentioned authorities or similar functions;

c) “agreed services” means scheduled international air services which can be operated, according to the provisions of this Agreement, on the specified routes;

d) "Agreement" means this Agreement, its Annex drawn up in application thereof, and any amendment to the Agreement or to the Annex;

e) "air service", "airline", "international air service" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;

f) "capacity" in relation to an aircraft means the payload of that aircraft available on a route or section of a route; "capacity" in relation of agreed services means the capacity of the aircraft used in such service, multiplied by the frequency of the flight operated by such aircraft over a given period on a route or section of route;

g) "cargo" includes mail;

h) "designated airline" means an airline that has been designated and authorised in accordance with Article 3 (Designation and Authorisation) of this Agreement;

i) "tariffs" means the prices which the designated airlines charge for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including the commissions paid to agencies and other auxiliary services, but excluding remuneration and conditions for carriage of mail;

j) "territory" in relation to the Contracting Party has the meaning assigned to it in Article 2 of the Convention; and

k) "user charges" means charges made to airlines by the competent authorities or permitted by them to be made for the provision of airport facilities, property and/or of air navigation facilities, including related services and facilities for aircraft, their crews, passengers, baggage and cargo;

(2) All references to the words in singular shall be construed to include the plural and all references to words in the plural shall be construed to include the singular as the context requires.

(3) In implementing this Agreement, the Contracting Parties shall act in conformity with the provisions of the Convention insofar as those provisions are applicable to international air services.

(4) References in this Agreement to nationals of the Republic of Latvia shall be understood as referring to nationals of European Union Member States. References in this Agreement to the airline or airlines of the Republic of Latvia shall be understood as referring to the airline or airlines designated by the Republic of Latvia.

- (5) References in this Agreement to the “EU Treaties” shall be understood as referring to the Treaty on European Union and the Treaty on the Functioning of the European Union.

ARTICLE 2: GRANT OF TRAFFIC RIGHTS

- (1) Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement to enable its designated airlines to establish and operate agreed services.
- (2) The designated airlines of 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, for the purpose of taking on and/or discharging international traffic in passengers, baggage and cargo, separately or in any combination, while operating the agreed services in the route schedule annexed to this Agreement; and
 - d) the rights otherwise specified in this Agreement.
- (3) Additionally, the airline(s) of each Contracting Party, other than those designated under Article 3 (Designation and Authorisation) of this Agreement, shall also enjoy the rights specified in subparagraphs 2(a) and 2(b) of this Article.
- (4) Nothing in this Article shall be deemed to confer on any designated airlines of either Contracting Party the privilege of taking on, in the territory of the other Contracting Party, passengers, baggage and cargo carried for remuneration or hire and destined for another point within the territory of that other Contracting Party.
- (5) 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.

- (6) The designated airlines of either Contracting Party shall have the right to use all airways, airports and other facilities provided by the other Contracting Party on a non-discriminatory basis.
- (7) All rights granted in this Article by each Contracting Party shall not be assigned to any other third party.

ARTICLE 3: DESIGNATION AND AUTHORISATION

- (1) The aeronautical authorities of each Contracting Party shall have the right to designate one or more airline(s) for the purpose of operating the agreed services and to withdraw or alter the designation of any such airline or to substitute another airline for one previously designated. Such designations and any changes thereto shall be made in writing by the aeronautical authorities of the Contracting Party having designated the airline to the aeronautical authorities of the other Contracting Party.
- (2) On receipt of a notice of designation, substitution or alteration thereto, and on application from the designated airline in the form and manner prescribed, the other Contracting Party shall, grant the appropriate operating authorisations with minimum procedural delay, provided:
 - a) in the case of an airline designated by the Republic of Rwanda:
 - (i) it is established in the territory of Republic of Rwanda and is licensed in accordance with the applicable law of the Republic of Rwanda,
 - (ii) effective regulatory control of the airline is exercised and maintained by the Republic of Rwanda responsible for issuing its air operator's certificate and the relevant aeronautical authority is clearly identified in the designation; and
 - b) in the case of an airline designated by the Republic of Latvia:
 - (i) it is established in the territory of the Republic of Latvia under the EU Treaties and has a valid operating licence in accordance with European Union law;
 - (ii) effective regulatory control of the airline is exercised and maintained by the European Union Member State responsible for issuing its air operator's certificate and the relevant aeronautical authority is clearly identified in the designation;
 - (iii) the airline is owned, directly or through majority ownership, and it is effectively controlled by Member States of the European Union or the European Free Trade Association and/or by nationals of such states;

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

d) the Contracting Party designating the airline is maintaining and administering the standards set forth in Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement.

- (3) When an airline has been so designated and authorised, it may begin at any time to operate the agreed services in whole or in part, provided that the airline complies with the applicable provisions of this Agreement.

ARTICLE 4: WITHOLDING, REVOCATION, SUSPENSION AND LIMITATION OF OPERATING AUTHORISATIONS

- (1) The aeronautical authorities of each Contracting Party shall, with respect to an airline designated by the other Contracting Party, have the right to withhold, revoke, suspend, limit, or impose conditions on the operating authorisation where:
- a) in the case of an airline designated by the Republic of Rwanda:
 - (i) it is not established in the territory of the Republic of Rwanda and is not licensed in accordance with the applicable laws of the Republic of Rwanda; or
 - (ii) effective regulatory control of the airline is not exercised or not maintained by the Republic of Rwanda responsible for issuing its air operator's certificate, or the relevant aeronautical authority is not clearly identified in the designation; or
 - b) in the case of an airline designated by the Republic of Latvia:
 - (i) it is not established in the territory of Latvia under the EU Treaties or does not have a valid Operating Licence in accordance with European Union law; or
 - (ii) effective regulatory control of the airline is not exercised or not maintained by the European Union Member State responsible for issuing its Air Operator Certificate, or the relevant aeronautical authority is not clearly identified in the designation; or

(iii) the airline is not owned, directly or through majority ownership, or it is not effectively controlled by Member States of the European Union or the European Free Trade Association and/or by nationals of such states;

c) the airline is not qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Contracting Party receiving the designation; or

d) the other Contracting Party designating the airline is not maintaining and administering the standards as set forth in Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement; or

e) the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

- (2) Unless immediate action is essential to prevent further noncompliance with paragraph 1 of this Article, the rights established by this Article shall be exercised only after consultation with the aeronautical authorities of the other Contracting Party, as provided for in Article 21 (Consultations) of this Agreement.
- (3) This Article does not limit the rights of either Contracting Party to withhold, revoke, limit, suspend or impose conditions on the operating authorisation of a designated airline or airlines of the other Contracting Party in accordance with the provisions of Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement.
- (4) In the event of action by one Contracting Party under this Article, the rights of the other Contracting Party under Article 23 (Settlement of Disputes) shall not be prejudiced.

ARTICLE 5: APPLICATION OF LAWS

- (1) While entering, within, or leaving the territory of one Contracting Party, its laws and regulations relating to the operation and navigation of aircraft shall be complied with by the designated airline(s) of other Contracting Party.
- (2) While entering, within, or leaving the territory of one Contracting Party, its laws and regulations relating to the admission to, or departure from its territory of passengers, baggage, crew and cargo, on aircraft (including regulations relating to entry, exit, clearance, aviation

security, emigration, immigration, passports, customs, currency, health, quarantine and sanitary measures or in the case of mail, postal laws and regulations) shall be complied with by or on behalf of such passengers, baggage, crew and cargo of the other Contracting Party's airline(s).

- (3) Neither Contracting Party may grant any preference to its own or any other airline(s) over the designated airline(s) of the other Contracting Party in the application of the laws and regulations provided for in this Article.
- (4) Passengers, baggage and cargo in direct transit across the territory of each Contracting Party and not leaving areas of the airport reserved for such purpose shall, except in respect of security measures against violence, air piracy, narcotics control be subject to no more than a simplified control. Such baggage and cargo in direct transit shall be exempt from customs duties, excise taxes and other similar national and/or local fees and charges.

ARTICLE 6: AVIATION SAFETY

- (1) Each Contracting Party may request consultations at any time concerning safety standards maintained by the other Contracting Party relating to aeronautical facilities, flight crew, aircraft and operation of the designated airlines. 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 fifteen (15) days or such longer period as may be agreed shall be grounds for the application of Article 4 (Withholding, Revocation, Suspension and Limitation of Operating Authorisations) 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 an 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 authorised 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 flight 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 licences 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 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 authorisation 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 7: AVIATION SECURITY

- (1) Each Contracting Party may request consultations at any time concerning security standards in any area relating to crew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within thirty (30) days of the request.
- (2) 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.
- (3) 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 *Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation*, signed at Montreal on 24 February 1988, and any other convention and protocol relating to the security of civil aviation which both Contracting Parties adhere to.
- (4) 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.
- (5) The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties.
- (6) 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.

- (7) Each Contracting Party agrees that its operators of aircraft referred to in paragraph (6) of this Article may be required to observe the aviation security provisions referred to in paragraph (5) of this Article applied by the other Contracting Party for entry into, departure from, or while within the territory of that other Contracting Party.
- (8) Each Contracting Party shall ensure that measures are effectively applied within its territory to protect the aircraft and to ensure security screening of passengers, crew and carry-on items and to carry out appropriate security checks on baggage, cargo and aircraft stores prior to boarding or loading. Each Contracting Party also agrees to give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.
- (9) 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.
- (10) When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the aeronautical authorities of the first Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for the application of paragraph (1) of Article 4 (Withholding, Revocation, Suspension and Limitation of Operating Authorisations) of this Agreement. When required by an emergency, a Contracting Party may take interim action under paragraph (1) of Article 4 of this Agreement prior to the expiry of fifteen (15) days. Any action taken in accordance with this paragraph shall be discontinued upon compliance by the other Contracting Party with the security provisions of this Article.

ARTICLE 8: MUTUAL RECOGNITION OF CERTIFICATES AND LICENCES

- (1) Certificates of airworthiness, certificates of competency and licences issued, or rendered valid by one Contracting Party and still in force, shall be recognised 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 higher than the minimum requirements which are, or may be in the future, established under the Convention.
- (2) Each Contracting Party, however, reserves the right to refuse to recognise, for flights above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.
- (3) If the privileges or conditions of the licences or certificates issued or rendered valid by one Contracting Party permit a difference from the standards established under the Convention, whether or not such difference has been filed with the International Civil Aviation Organization, the aeronautical authorities of the other Contracting Party may, without prejudice to the rights of the first Contracting Party under paragraph 2 of Article 6 of this Agreement, request consultations with the aeronautical authorities of the other Contracting Party in accordance with Article 21 (Consultations) of this Agreement, with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach satisfactory agreement shall constitute grounds for the application of paragraph 1 of Article 4 of this Agreement.

ARTICLE 9: FAIR COMPETITION

- (1) Each Contracting Party shall allow a fair and equal opportunity for the designated airlines to compete freely in providing the international air transportation governed by this Agreement.
- (2) Each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination and anti-competitive or predatory practices in the exercise of the rights and entitlements set out in this Agreement.
- (3) Each Contracting Party shall allow the designated airlines to determine the capacity and the number of frequencies to be operated based upon commercial consideration in the marketplace. Consistent with this right, neither Contracting Party shall unilaterally limit the volume of

traffic, frequencies or regularity of service or the aircraft type(s) operated by the designated airlines of the other Contracting Party, except as may be required for customs, technical, operational or environmental requirements under uniform conditions consistent with Article 15 of the Convention.

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

ARTICLE 10: APPROVAL OF SCHEDULES

- (1) The designated airline(s) of each Contracting Party shall submit for approval to the aeronautical authorities of the other Contracting Party thirty (30) days prior to the inauguration of its international air services, the schedule of intended 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 of a Contracting Party wishes to operate ad-hoc flights supplementary to those covered in the approved schedules, it shall obtain prior permission of the aeronautical authorities of the Contracting Party concerned, which shall give positive and favorable consideration to such request.

ARTICLE 11: STATISTICS

The aeronautical authorities of each Contracting Party shall provide or cause its designated airline(s) to provide to the aeronautical authorities of the other Contracting Party, at their request, statistics relating to the traffic uplifted from and discharged in the territory of that other Contracting Party as may be reasonably required.

ARTICLE 12: COOPERATIVE MARKETING 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, 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) In the event of code-sharing arrangement, the marketing airline shall, in respect of any ticket sold by it, make it clear to the purchaser at the point of sale which airline or airlines will actually operate each sector of the service and with which airline the purchaser is entering into a contractual relationship.
- (3) The Contracting Parties agree to take the necessary action to ensure that consumers are fully informed and protected with respect to code-share flights operating to or from their territory and that, as a minimum, passengers be provided with the necessary as provided for in paragraph 2 of this Article.
- (4) All code-sharing arrangements shall have prior approval of the appropriate aeronautical authorities before implementation.
- (5) It is the common understanding of both Contracting Parties that code-share services are not counted against the frequency entitlement of the marketing airline.

ARTICLE 13: COMMERCIAL ACTIVITIES

- (1) The designated airlines of each Contracting Party shall have the right to establish in the territory of the other Contracting Party offices for the purpose of selling and marketing international air services as well as for other ancillary products and facilities required for the provision of air services.
- (2) The designated airlines of each Contracting Party shall be entitled, in accordance with the laws and regulations of the other Contracting Party relating to entry, residence and employment, to bring in and maintain in the territory of the other Contracting Party managerial, operational, sales, technical and specialist personnel of any nationality and representatives as they may be required in connection with the provision of air services.
- (3) Such representatives and staff requirements mentioned in paragraph 2 of this Article 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, organisation or company operating in the territory of the other Contracting Party and authorised to perform such services in the territory of such other Contracting Party.

- (4) The designated airlines of each Contracting Party shall, either directly and at their discretion, through agents, have the right to engage in the sale of air services and its ancillary products and facilities in the territory of the other Contracting Party.
- (5) The designated airlines of each Contracting Party shall have the right to sell, and any person shall be free to purchase, such air services and its ancillary products and facilities in local currency or in any other freely convertible currency.
- (6) The designated airline 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 provided that this is in accordance with local currency regulations, in any freely convertible currencies.
- (7) Each designated airline of one Contracting Party shall have the right to provide their own ground handling services in the territory of the other Contracting Party or otherwise to contract these services out, in full or in part, at its option, with any of the suppliers authorised for the provision of such services. Where the laws and regulations applicable to ground handling in the territory of one Contracting Party do not allow self-handling or limit the freedom to contract these services out, each designated airline shall be treated on a non-discriminatory basis as regards their access to ground handling services provided by a supplier or suppliers.

ARTICLE 14: TARIFFS

- (1) Each Contracting Party shall allow tariffs for air transportation to be established by each designated airline of the other Contracting Party 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) Neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a tariff proposed to be charged or charged by a designated airline of either Contracting Party for international air transportation. 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. If the Contracting Parties reach agreement with respect to a tariff for which a notice of dissatisfaction has been given, each Contracting Party shall use its best efforts to put that agreement into effect. Without such mutual agreement to the contrary, the tariff shall go into effect or continue in effect.

ARTICLE 15: CUSTOMS DUTIES AND OTHER CHARGES

- (1) Each Contracting Party shall on the basis of reciprocity exempt the designated airlines of the other Contracting Party to the fullest extent possible under its national law from import restrictions, custom duties, direct or indirect taxes, inspection fees and all other national and/or local duties and charges on aircraft as well as their regular equipment, fuel, lubricants, maintenance equipment, aircraft tools, consumable technical supplies, spare parts including engines, aircraft stores including but not limited to such items as food, beverages, liquor, tobacco and other products for sale to or use by passengers during flight and other items intended for or used solely in connection with the operation or servicing of aircraft used by such designated airlines, as well as printed ticket stock, airway bills, staff uniforms, computers and ticket printers used by the designated airlines for reservations and ticketing, any printed material which bears the insignia of the designated airline printed thereon and usual publicity and promotional materials distributed free of charge by such designated airlines.

- (2) The exemptions granted by this Article shall apply to the items referred to in paragraph (1) of this Article which are:
- 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 and until leaving the territory of the other Contracting Party and/or consumed during flight over that territory; or
 - c) taken on board the 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 or partly within the territory of the Contracting Party granting the exemption, provided such items are not alienated 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 airline(s) 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 16: USER CHARGES

- (1) Each Contracting Party shall use its best efforts to ensure that the user charges imposed or permitted to be imposed by its competent charging bodies on the designated airlines of the other Contracting Party for the use of airports and other aviation facilities are just and reasonable. These charges shall be based on sound economic principles and shall not be higher than those paid by other airlines for such services.

- (2) Neither Contracting Party shall give preference, with respect to user charges, to its own or to any other airline(s) engaged in similar international air services and shall not impose or permit to be imposed, on the designated airline(s) of the other Contracting Party user charges higher than those imposed on its own designated airline(s) operating similar international air services using similar aircraft and associated facilities and services.
- (3) Each Contracting Party shall encourage consultations between its competent charging bodies and the designated airlines of the other Contracting Party using the services and facilities, where practicable through those airlines' representative organisations. Each Contracting Party shall encourage the competent charging bodies to provide users with reasonable notice whenever possible of any proposal for changes in user charges together with relevant supporting information and data, to enable users to express their views before the charges are revised.

ARTICLE 17: TRANSFER OF FUNDS

- (1) Each Contracting Party shall grant to the designated airline(s) of the other Contracting Party the right to transfer freely the excess of receipts over expenditure earned by such airline(s) in its territory in connection with the sale of air services. 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. Such transfer shall be effected on the basis of official exchange rates or where there is no official exchange rate, such transfers shall be effected on the basis of the prevailing foreign exchange market rates for current payments.
- (2) If a Contracting Party imposes restrictions on the transfer of excess of receipts over expenditure by the designated airlines of the other Contracting Party, that other Contracting Party shall have a right to impose reciprocal restrictions on the designated airlines of the first Contracting Party.
- (3) In the event that there exists, a special agreement between the Contracting Parties for the transfer of funds between the two Contracting Parties, such agreement shall prevail.

ARTICLE 18: LEASING

- (1) Each Contracting Party may prevent the use of leased aircraft for air services under this Agreement which does not comply with Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement.

- (2) Subject to paragraph 1 of this Article, the designated airlines of each Contracting Party may use aircraft (or aircraft and crew) leased from any company, including other airlines, provided that this would not result in a lessor airline exercising traffic rights it does not have.

ARTICLE 19: INTERMODAL SERVICES

The designated airline(s) of each Contracting Party shall be permitted to use surface modes of transport, subject to the national laws and regulations of the Contracting Party receiving the designated airline(s), in conjunction with the international passenger and/or cargo air services.

ARTICLE 20: 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 21: CONSULTATIONS

- (1) In a spirit of close cooperation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of and satisfactory compliance with, the provisions of this Agreement.
- (2) Except as provided in Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement, either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of this Agreement and/or its Annex. Such consultations, which may be through discussion or correspondence, shall begin within a period of sixty (60) days from the date of receipt of such a request, unless otherwise agreed by both Contracting Parties.

ARTICLE 22: AMENDMENT OF AGREEMENT

- (1) If either Contracting Party considers it desirable to amend any provision of this Agreement or its Annex, it shall notify the other Contracting Party in writing on the need for amendment.
- (2) Any amendment to this Agreement or its Annex agreed upon by the Contracting Parties, shall enter into force upon the completion of the exchange of diplomatic notes confirming such agreement.

- (3) This Agreement shall, subject to the necessary changes, be deemed to have been amended by those provisions of any international convention or multilateral agreement which becomes binding on both Contracting Parties.

ARTICLE 23: 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 consultations or through diplomatic channels.
- (2) If the Contracting Parties fail to reach a settlement by consultations or through diplomatic channels, they may agree to refer the dispute for decision to some person or body, as they may agree on, for mediation.
- (3) If the Contracting Parties do not agree to mediation, or if a settlement is not reached by consultations or through diplomatic channels, the dispute shall, at the request of either Contracting Party, be submitted for decision to a tribunal of three (3) arbitrators which shall be constituted in the following manner:

a) within thirty (30) days of receipt of a written request for arbitration, each Contracting Party shall appoint one arbitrator. A national of a third State, who shall act as the President of the tribunal, shall be nominated as the third arbitrator by the two appointed arbitrators within sixty (60) days of the appointment of the second arbitrator;

b) if within the time limits specified in subparagraph 3(a) of this Article, any appointment has not been made, either Contracting Party may, in writing, request the President of the Council of the International Civil Aviation Organization to make the necessary appointment within thirty (30) days. If the President is of the same nationality as one of the Contracting Parties, the most senior Vice President who is not disqualified on that same ground shall make the appointment. In such case the arbitrator or arbitrators appointed by the said President or the Vice President as the case may be, shall not be nationals or permanent residents of the Contracting Parties to this Agreement.

- (4) Except as hereinafter provided in this Article or otherwise agreed by the Contracting Parties, the tribunal shall determine the place where the proceedings will be held and the limits of its jurisdiction in accordance with this Agreement. The tribunal shall establish its own procedure. At the direction of the tribunal, or at the written request of either of the

Contracting Parties, a conference to determine the precise issues to be arbitrated shall be held not later than thirty (30) days after the tribunal is fully constituted.

- (5) Except as otherwise agreed by the Contracting Parties or prescribed by the tribunal, each Contracting Party shall submit a memorandum within forty-five (45) days after the tribunal is fully constituted. Replies shall be due sixty (60) days later. The tribunal shall hold a hearing at the request of either Contracting Party, or at its discretion, within thirty (30) days after replies are due.
- (6) The tribunal shall attempt to give a written decision within thirty (30) days after completion of the hearing or, if no hearing is held, thirty (30) days after both replies are submitted. The decision shall be taken by a majority vote.
- (7) The Contracting Parties may submit written requests for clarification of the decision within fifteen (15) days after they receive the decision of the tribunal, and such clarification shall be issued within fifteen (15) days of such request.
- (8) The Contracting Parties shall comply with any stipulation, provisional ruling or final decision of the tribunal.
- (9) Subject to the final decision of the tribunal, each of the Contracting Parties shall bear the costs of its arbitrator and an equal share of the other costs of the tribunal, including any expenses incurred by the President or Vice President of the Council of the International Civil Aviation Organization in implementing the procedures in subparagraph 3(b) of this Article.
- (10) If, and as long as, either Contracting Party fails to comply with a decision contemplated in paragraph 6 of this Article, the other Contracting Party may withhold, limit, suspend or revoke any rights or privileges which it has granted under this Agreement to the Contracting Party in default.

ARTICLE 24: REGISTRATION

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

ARTICLE 25: 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 26: ENTRY INTO FORCE

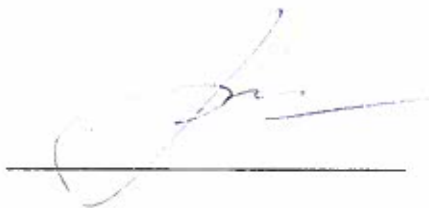
This Agreement shall enter into force on the date of the receipt of the later note in an exchange of Notes through diplomatic channels between the Contracting Parties, confirming that their respective domestic requirements for bringing the Agreement into force have been complied with.

IN WITNESS WHEREOF the undersigned being duly authorised thereto by their respective Governments, have signed this Agreement in two originals in the Latvian and English languages, both texts being equally authentic.

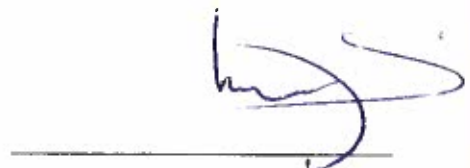
In the case of divergency, the English language shall prevail.

Done at *Abuja*..... on this *6*..... day of *December*..... of the year *2022*.....

**FOR THE GOVERNMENT
OF THE REPUBLIC
OF LATVIA**



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



ROUTE SCHEDULE

Section 1:

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

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points	Any Points	Any Points	Any Points

Section 2:

Routes to be operated by the designated airline(s) of Latvia:

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points	Any Points	Any Points	Any Points

NOTES

(1) While operating an agreed service on a specified route, each designated airline may, in addition to the rights specified in Article 2 (Grant of Rights) of this Agreement, 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 and 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;
- (e) transfer traffic, including code-sharing operations, from any of its aircraft to any of its other aircraft at any point on the routes;
- (f) serve points behind any point in the territory of the Contracting Party designating the airline with or without change of aircraft or flight number and may hold out and advertise such services to the public as through services; and

- (g) make stopovers at any point whether within or outside the territories of the Contracting Parties.
- (2) The designated airline(s) of either Contracting Party shall have the right to terminate its air services in the territory of the other Contracting Party.
- (3) The Designated Airlines of each Contracting Party are entitled to exercise fifth freedom traffic rights at any intermediate and/or beyond points of their own choice while operating any type of services (passenger and/or cargo, separately or in combination).