

MEMORANDUM OF UNDERSTANDING

Delegations representing the aeronautical authorities of the Republic of Rwanda and the Republic of Costa Rica meet in Riyadh-Saudi Arabia on December 4th, 2023 to discuss a bilateral Air Services Agreement relating to air services between and beyond their respective territories.

The discussions took place in a friendly and cordial atmosphere. The delegation lists are appended as **Appendix I**.

1. Air Services Agreement

The delegations discussed and initialled the text of a bilateral Air Services Agreement, appended as **Appendix II** and agreed to recommend it to their respective governments for formal signing and adoption.

The delegations agreed that entry into force of the Air Services Agreement will commence on the date on which both Rwanda and Costa Rica will have notified each other of the completion of their respective internal procedures necessary for such application.

2. Frequency and Capacity

Passenger:

The delegations agreed that the Designated Airline(s) of each Party shall be entitled to operate passenger services on the specified routes between and beyond the two countries without restrictions on frequencies, and with any type of aircraft whether owned or leased.

Cargo:

The delegations agreed that there shall be no restriction on capacity, number of frequencies and types of aircraft, whether owned or leased, to be operated by the Designated Airline(s) of each Party in freighter services between any points between and beyond the two countries.

3. Designation of Airlines and traffic rights

3.1 Scheduled operation

The aeronautical authorities of both parties may designate in writing one or more airlines for operation of commercial scheduled air services between any points in the territory of one party and the territory of other party. The designated airlines of each Party may operate through any intermediate points and or points beyond.

The Designated Airlines of each Contracting Party are entitled to exercise fifth (5th) 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).

3.2 Non-Scheduled operation/charter flights

Any requests of airlines of both countries for operation of non-scheduled/charter flights would be considered positively and those have to complete the requirements needed according to the legislation of each Contracting Party.

4.Cooperative Marketing Arrangements

The designated airline(s) of either Party may enter into cooperative marketing arrangements such as code sharing or other commercial agreements with:

- a) an airline or airlines of the same Party;
- b) an airline or airlines of the other Party;
- c) an airline or airlines of a third country

provided that all airlines in the above arrangements hold the appropriate route and traffic rights, and in respect of each ticket sold, the purchaser is informed at the point of sale which airline will operate each sector of the service.

For the third country code share arrangements, all airlines in such arrangements are subject to the approval of the aeronautical authorities of both Parties. Should such a third country not authorized or allowed comparable arrangements between the airlines of the other party and other airlines on services to, from and via such third country, the aeronautical authorities of the concerned Party have the right not to accept such arrangements.

It is the common understanding of the both Parties that code share services are not counted against the frequency entitlements of the marketing airlines.

Before providing code sharing services, the code sharing partners shall agree as to which party shall be responsible for security, safety, facilitation, liability and other consumer related matters. Such an agreement shall be filed with the aeronautical authorities of both Parties before implementation of the code share arrangements.

5. Leasing

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 Appendix II.

Subject to the previous paragraph, the designated airlines of each Contracting Party may operate services under this Agreement by using dry/wet leased aircraft which meets applicable safety and security requirements, and according with the legislation of each Contracting Party.

6. Entry into Force:

The provisions of this Memorandum of Understanding shall come into force with immediate effect from the date of signature.

Done in Riyadh, on the December 4th, 2023.



For the Delegation of Rwanda

Ms. Winnie Ngamije
Deputy Director General
Rwanda CAA



For the Delegation of Costa Rica

Mr. Fernando Naranjo Elizondo
Director General
General Directorate of Civil Aviation



Delegation of Rwanda

Head of delegation

Ms. Winnie Ngamije, Deputy Director General Rwanda CAA

Delegates

Ambassador Eugene Segore Kayihura, Ambassador of Rwanda to Saudi Arabia

Ms. Deborah Robwa, Air Transport Economist, Rwanda CAA

Mr. Bonney Karemera, Head Legal Affairs, Rwanda CAA

Mr. Manishaka Jean Bosco, Communications Officer, Rwanda Embassy in KSA

Mr. Serge S. Gatoyi, Air Transport Manager, Rwanda CAA

Mr. Derryck Nuwagaba, Snr Manager, Corporate & Strategic Planning, RwandAir

Mr. Robert Mugabe, Manager, Aero-political Affairs, RwandAir

Delegation of Costa Rica

Head of delegation

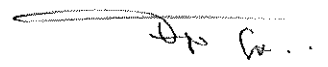
Fernando Naranjo Elizondo

Director General
General Directorate of Civil Aviation

Delegates

Ana Patricia Gamboa Venegas

Air Transport
General Directorate of Civil Aviation



ANNEX

ROUTE SCHEDULE

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

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points in Rwanda	Any points	Any Points in Costa Rica	Any points

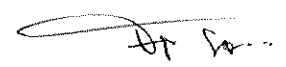
B. Routes to be operated by the designated airline(s) of Costa Rica

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points in Costa Rica	Any points	Any Points in Rwanda	Any points

Note:

(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, including co-terminal points, 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 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 Airlines of each Contracting Party are entitled to exercise full unrestricted 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)

