

**PCA Case No. 2025-45**

**IN THE MATTER OF AN ARBITRATION PURSUANT TO THE AGREEMENT  
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND AND THE GOVERNMENT OF THE REPUBLIC OF  
RWANDA FOR THE PROVISION OF AN ASYLUM PARTNERSHIP TO STRENGTHEN  
SHARED INTERNATIONAL COMMITMENTS ON THE PROTECTION OF REFUGEES  
AND MIGRANTS**

**- and -**

**THE PCA ARBITRATION RULES 2012**

**- between -**

**THE REPUBLIC OF RWANDA**

**- and -**

**THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND**

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**AWARD**

**15 May 2026**

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**Tribunal**

HE Judge Peter Tomka (Chairperson)  
Professor Dr Mohamed Abdel Wahab  
Judge Joan Donoghue

**Registry**

The Permanent Court of Arbitration

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<b>2022 Finance Note</b>	The United Kingdom's Note Verbale Regarding Financial Arrangements for the Migration and Asylum Processing Partnership dated 13 April 2022
<b>2024 Finance Agreement</b>	Financial arrangements made pursuant to Article 18 of the Agreement, by way of the United Kingdom's Note Verbale dated 20 June 2024 and Rwanda's reply Note Verbale dated 20 June 2024
<b>2024 Finance Note</b>	The United Kingdom's Note Verbale 101/2024 dated 20 June 2024
<b>Agreed Appointment Procedure</b>	The Parties' Agreed Procedure for Appointment of the Chairperson of the Tribunal for the purposes of Article 22(4)(d) of the Agreement dated 11 December 2025
<b>Asylum Partnership Agreement or Agreement</b>	The Agreement between the Government of the Republic of Rwanda and the Government of the United Kingdom of Great Britain and Northern Ireland for the Provision of an Asylum Partnership to Strengthen Shared International Commitments on the Protection of Refugees and Migrants, signed on 5 December 2023
<b>DVA</b>	Diplomatic Visa Arrangements
<b>ETIF</b>	Economic Transformation and Integration Fund
<b>Hearing</b>	Hearing held from 18 to 20 March 2026 at the Peace Palace in The Hague, the Netherlands
<b>Joint Committee</b>	A Joint Committee comprised of the representatives of both Parties and formed pursuant to Article 16 of the Agreement to monitor and review the application and implementation of the Agreement and exchange information between the Parties
<b>MEDP or the Partnership</b>	Migration and Economic Development Partnership between the United Kingdom and Rwanda
<b>MINAFFET</b>	Ministry of Foreign Affairs and International Cooperation of Rwanda
<b>MoU</b>	Memorandum of Understanding between the United Kingdom and Rwanda dated 13 April 2022

<b>November 2024 Notes Verbales</b>	Notes Verbales exchanged between the Parties dated 13 and 14 November 2024
<b>Parties</b>	The Republic of Rwanda and the United Kingdom of Great Britain and Northern Ireland
<b>PCA</b>	Permanent Court of Arbitration
<b>PCA Rules</b>	2012 PCA Arbitration Rules
<b>Pre-Hearing Conference</b>	Pre-Hearing videoconference held on 11 March 2026 to discuss the logistical arrangements for the Hearing
<b>Registry</b>	The International Bureau of the Permanent Court of Arbitration
<b>Rwanda or the Claimant</b>	The Republic of Rwanda
<b>Rwanda's Final Submissions</b>	Rwanda's Final Submissions dated 20 March 2026
<b>Safety of Rwanda Act</b>	Safety of Rwanda (Asylum and Immigration) Act 2024, which came into force on 25 April 2024
<b>Tribunal</b>	Arbitral Tribunal
<b>United Kingdom, the UK, or the Respondent</b>	The United Kingdom of Great Britain and Northern Ireland
<b>United Kingdom's Final Submissions</b>	United Kingdom's Final Submissions dated 20 March 2026
<b>VCLT</b>	Vienna Convention on the Law of Treaties of 1969

## I. INTRODUCTION

### A. THE PARTIES AND THEIR REPRESENTATIVES

1. The Claimant in this arbitration is the Republic of Rwanda (the “**Claimant**” or “**Rwanda**”). The Claimant is represented in these proceedings by:

HE Dr Emmanuel Ugirashebuja, Minister of Justice and Attorney General, Agent  
Ministry of Justice  
P.O. Box 160  
Kigali  
Rwanda

Lord Verdirame KC, Counsel  
Ms Belinda McRae, Counsel  
Twenty Essex  
20 Essex Street  
London WC2R 2AL  
United Kingdom

2. The Respondent in the present arbitration is the United Kingdom of Great Britain and Northern Ireland (the “**United Kingdom**”, the “**UK**”, or the “**Respondent**”). The Respondent is represented in these proceedings by:

Dr Tamsin Stubbing, Deputy Director, Resettlement & International Strategy, Agent  
Home Office Legal Advisers  
Government Legal Department  
Peel Building  
2 Marsham Street  
London SW1P 4DF  
United Kingdom

Mr Daniel Hobbs, Director General for Migration and Borders Group, Representative  
Home Office  
Peel Building  
2 Marsham Street  
London SW1P 4DF  
United Kingdom

Dr Ben Juratowitch KC, Counsel  
Dr Naomi Hart, Counsel  
Essex Court Chambers  
24 Lincoln’s Inn Fields  
London WC2A 3EG  
United Kingdom

Ms Alma Mozetič, Counsel  
Twenty Essex  
20 Essex Street  
London WC2R 3AL  
United Kingdom

## **B. OVERVIEW OF THE ARBITRATION**

3. The present dispute concerns alleged breaches by the United Kingdom of certain obligations arising under the *Agreement between the Government of the Republic of Rwanda and the Government of the United Kingdom of Great Britain and Northern Ireland for the Provision of an Asylum Partnership to Strengthen Shared International Commitments on the Protection of Refugees and Migrants*, concluded on 5 December 2023 and entered into force on 25 April 2024 (the “**Asylum Partnership Agreement**” or the “**Agreement**”).
4. As the dispute was not resolved pursuant to Article 22(1) of the Asylum Partnership Agreement by the Joint Committee formed under Article 16 of the Agreement (“**Joint Committee**”), nor through consultations at the political level pursuant to Article 22(2), Rwanda commenced these arbitral proceedings by submitting its Notice of Arbitration on 24 November 2025.
5. Pursuant to Article 1(3) of the 2012 PCA Arbitration Rules (the “**PCA Rules**”), the International Bureau of the Permanent Court of Arbitration (the “**PCA**”) serves as registry for these proceedings (the “**Registry**”).

## **II. PROCEDURAL HISTORY**

### **A. COMMENCEMENT OF THE ARBITRATION AND CONSTITUTION OF THE TRIBUNAL**

6. On 24 November 2025, Rwanda filed a **Notice of Arbitration** pursuant to Article 22 of the Asylum Partnership Agreement and Article 3 of the PCA Rules.
7. In its Notice of Arbitration, Rwanda appointed Professor Dr Mohamed Abdel Wahab, a national of Egypt, as arbitrator.
8. On 12 December 2025, the United Kingdom submitted its **Response to the Notice of Arbitration**.
9. In its Response to the Notice of Arbitration, the United Kingdom appointed Judge Joan Donoghue, a national of the United States of America, as arbitrator.
10. On 11 December 2025, the Claimant informed the PCA of the Parties’ Agreed Procedure for Appointment of the Chairperson of the Tribunal for the purposes of Article 22(4)(d) of the Agreement (the “**Agreed Appointment Procedure**”).
11. On 6 January 2026, pursuant to the Agreed Appointment Procedure, HE Judge Peter Tomka, a national of the Slovak Republic, was appointed as Chairperson.

**B. INITIAL PROCEDURAL STEPS AND WRITTEN SUBMISSIONS OF THE PARTIES**

12. On 19 January 2026, after consulting the Parties, the Tribunal issued Procedural Order No. 1, establishing that the arbitration shall be conducted in accordance with the PCA Rules and the Supplementary Rules of Procedure and Procedural Timetable appended thereto. The Supplementary Rules of Procedure and Procedural Timetable recorded, *inter alia*, the Parties' agreement, pursuant to Article 22(3) of the Agreement, that no third parties with an appropriate interest need be invited to participate in the present arbitration, and set out the confidentiality and transparency regime applicable to the proceedings.
13. On 23 January 2026, the Terms of Appointment were executed.
14. On 27 January 2026, Rwanda submitted its **Statement of Claim** and accompanying exhibits and legal authorities.
15. On 28 January 2026, the Registry received a letter from Pan African Forum Ltd & Associates, requesting leave from the Tribunal to participate as a non-disputing party in these proceedings.
16. On 5 February 2026, having ascertained the views of the Parties and having had regard to Article 22(3) of the Agreement and Article 9(2) of the Supplementary Rules of Procedure, the Tribunal rejected the application of the Pan African Forum Ltd & Associates for leave to participate as a non-disputing party.
17. On 27 February 2026, the United Kingdom submitted its **Statement of Defence** and accompanying exhibits and legal authorities.
18. On 5 March 2026, Rwanda submitted its **Reply** and accompanying exhibits and legal authorities.
19. On 11 March 2026, the United Kingdom notified the Tribunal that it would not exercise its right to file a Rejoinder. However, it provided a consolidated index in chronological order of all exhibits filed previously by the Parties.

**C. PRE-HEARING PROCEDURES**

20. On 2 March 2026, the Tribunal transmitted to the Parties a draft of Procedural Order No. 2 on the organisation of the hearing, and invited the Parties to confer and submit any comments thereon.
21. On 9 March 2026, the Parties provided their joint and separate comments in respect of draft Procedural Order No. 2.

22. On 11 March 2026, the Tribunal held a pre-hearing conference with the Parties by videoconference to discuss procedural and logistical arrangements for the hearing (the “**Pre-Hearing Conference**”).
23. On 12 March 2026, having sought the views of the Parties, the Tribunal issued Procedural Order No. 2, which *inter alia* set the schedule for the hearing and recorded the Parties’ agreement on the modalities for the hearing to be held in public.

#### **D. HEARING**

24. On 18 to 20 March 2026, the hearing was held at the Peace Palace in The Hague, the Netherlands (the “**Hearing**”). The following individuals were present at the Hearing:

For the Republic of Rwanda

*Agent*

HE Dr Emmanuel Ugirashebuja  
*Minister of Justice and Attorney General of  
the Republic of Rwanda*

*Counsel*

Lord Verdirame KC  
Ms Belinda McRae  
*Twenty Essex Chambers*

*Party representatives*

Dr Doris Picard Uwicyeza  
*Chief Executive Officer of the Rwanda  
Governance Board*

HE Ambassador Lambert Dushimimana  
*Ambassador of the Republic of Rwanda to  
the Kingdom of the Netherlands*

Mr Jean Hugues Mukama  
*First Secretary at the Embassy of the  
Republic of Rwanda in the Kingdom of the  
Netherlands*

Mr Emile Ntwari  
*Principal State Attorney and Head of Legal  
Services Department*

Mr Michael Butera  
*Chief Technical Advisor to the Minister of  
Justice & Attorney General of the Republic of  
Rwanda*

For the United Kingdom

*Agent*

Dr Tamsin Stubbing  
*Deputy Director, Resettlement &  
International Strategy, Home Office Legal  
Advisers*

*Counsel*

Dr Ben Juratowitch KC  
Dr Naomi Hart  
*Essex Court Chambers*

Ms Alma Mozetič  
*Twenty Essex Chambers*

*Party representatives*

Mr Christopher McCann  
*Lawyer, Resettlement & International  
Strategy, Home Office Legal Advisers*

Mr James Woodhouse  
*Policy Lead, Illegal Migration Policy  
Directorate, Migration Borders and  
International Policy and Programmes, Home  
Office, United Kingdom*

**Tribunal**

HE Judge Peter Tomka (Chairperson)  
Professor Dr Mohamed Abdel Wahab  
Judge Joan Donoghue

**Permanent Court of Arbitration**

Ms Ashwita Ambast, Senior Legal Counsel  
Ms Jinyoung Seok, Legal Counsel  
Mr Sebastian King, Legal Counsel

**Court Reporter**

Ms Susan McIntyre

25. On 20 March 2026, Dr Emmanuel Ugirashebuja, Agent for the Republic of Rwanda, formally presented Rwanda's Final Submissions ("**Rwanda's Final Submissions**"), and Dr Tamsin Stubbing, Agent for the United Kingdom, formally presented the United Kingdom's Final Submissions ("**United Kingdom's Final Submissions**").
26. On 12 May 2026, pursuant to Article 41(3)(a) of the PCA Rules, the Tribunal submitted its determination of the costs referred to in Article 40(2)(a), (b), and (c) of the PCA Rules to the PCA Secretary-General, who acts as appointing authority in this matter. On 13 May 2026, the PCA Secretary-General confirmed that no adjustment to the Tribunal's determination of the costs is required.

**III. FACTUAL BACKGROUND**

27. This section sets out the undisputed factual background relevant to the issues in dispute between the Parties, established by the Tribunal on the basis of the documentary record in these proceedings and the submissions of the Parties. Any factual issues in dispute between the Parties will be addressed separately in the subsequent parts of this Award, to the extent it is necessary to determine an issue in dispute.

**A. THE MIGRATION AND ECONOMIC DEVELOPMENT PARTNERSHIP**

28. On 14 April 2022, the United Kingdom and Rwanda announced a new partnership, known as the "Migration and Economic Development Partnership" (the "**MEDP**" or the "**Partnership**").<sup>1</sup> The Partnership was conceived as an arrangement of mutual benefit. For the United Kingdom, it established arrangements to support the processing of asylum claims and the long-term integration

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<sup>1</sup> See, e.g., C-7, Remarks by the Hon. Minister Dr Vincent Biruta at the UK and Rwanda Migration and Economic Development Partnership Press Conference, 14 April 2022.

of individuals who had arrived irregularly in the United Kingdom.<sup>2</sup> For Rwanda, it provided an opportunity to advance the objectives of the refugee policy framework adopted jointly with the United Nations High Commissioner for Refugees in Rwanda, which committed to the “reduction of dependency [on] humanitarian assistance and [the] achievement of graduating out of poverty through socio-economic inclusion and the promotion of self reliance” for refugees.<sup>3</sup>

## 1. The Memorandum of Understanding

29. The cooperation and commitments between the United Kingdom and Rwanda under the MEDP were initially set out in a Memorandum of Understanding signed on 13 April 2022 (the “**MoU**”).<sup>4</sup> The MoU was not binding in international law,<sup>5</sup> and was intended “to create a mechanism for the relocation of asylum seekers whose claims [were] not being considered by the United Kingdom, to Rwanda, which [would] process their claims and settle or remove (as appropriate) individuals after their claim is decided”.<sup>6</sup>
30. Specifically, the MoU recorded the assurances and responsibilities of the United Kingdom and Rwanda, including the commitment that they would “make financial arrangements in support of the relocation of individuals under this Memorandum of Understanding”.<sup>7</sup>
31. The MoU came into effect on 13 April 2022, upon signature by both Parties,<sup>8</sup> with the arrangement to “last 5 years”, unless “renewed upon request one year from the end of the period”.<sup>9</sup>

## 2. The 2022 Finance Arrangement

32. On 13 April 2022, the United Kingdom sent a note verbale to Rwanda “to propose the ... financial arrangements between [the Parties] for the purpose of confirming [their] joint understanding of

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<sup>2</sup> See Statement of Defence, para. 16.

<sup>3</sup> C-2, Rwanda-UNHCR Joint Strategy, p. viii. See also Statement of Claim, paras. 4, 10.

<sup>4</sup> C-9, Memorandum of Understanding between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Rwanda for the Provision of an Asylum Partnership Arrangement to strengthen shared international commitments on the protection of refugees and migrants, signed on 13 April 2022 (“**MoU**”).

<sup>5</sup> C-9, MoU, para. 1.6.

<sup>6</sup> C-9, MoU, para. 2.1.

<sup>7</sup> C-9, MoU, para. 19.1.

<sup>8</sup> C-9, MoU, para. 24.

<sup>9</sup> C-9, MoU, para. 23.1.

paragraph 19 of the Memorandum of Understanding” (“**2022 Finance Note**”).<sup>10</sup> On the same day, Rwanda responded to the 2022 Finance Note as follows:

I have the honour to confirm that the ... arrangements are acceptable to the Government of the Republic of Rwanda, and that your Note and this reply will place on record the understanding of our two Governments in this matter and which will come into effect today.<sup>11</sup>

33. It is common ground between the Parties that the financial arrangements in support of the relocation of individuals referred to in the MoU were accordingly established by way of the exchange of the aforementioned notes verbales dated 13 April 2022 (the “**2022 Finance Arrangement**”).<sup>12</sup> The 2022 Finance Arrangement was expressed to terminate at the same time as the MoU.<sup>13</sup>
34. In “confirm[ing] the Participants’ Joint understanding of the commitments on financial arrangements” to “create a mechanism for the transfer of Relocated Individuals” from the United Kingdom to Rwanda,<sup>14</sup> paragraphs 1.3 and 1.4 of the 2022 Finance Arrangement provided for two funding streams:
- (a) the first funding stream “support[ed] Rwanda in meeting the asylum and operational processing costs with associated infrastructure and livelihood costs for Relocated Individuals under the Memorandum of Understanding”;<sup>15</sup> and
  - (b) the second funding stream, referred to as the “Economic Transformation and Integration Fund” (the “**ETIF**”), was intended to support Rwanda in advancing two national initiatives, namely “Vision 2050”<sup>16</sup> and the “National Strategy for Transformation 1”.<sup>17</sup>

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<sup>10</sup> C-10, United Kingdom’s Note Verbale Regarding Financial Arrangements for the Migration and Asylum Processing Partnership and Rwanda’s Reply Note Verbale, 13 April 2022 (together, the “**2022 Finance Arrangement**”).

<sup>11</sup> C-10, 2022 Finance Arrangement, p. 2.

<sup>12</sup> C-10, 2022 Finance Arrangement, p. 1 (“If the arrangements set out as attached herewith are acceptable to the Government of Rwanda, I have the honour to propose that this Note and your Excellency’s reply to that effect will place on record the understanding of our two Governments in this matter, which will come into effect on the date of your reply”).

<sup>13</sup> C-10, 2022 Finance Arrangement, para. 5.1.

<sup>14</sup> C-10, 2022 Finance Arrangement, paras. 1.1, 1.2.

<sup>15</sup> C-10, 2022 Finance Arrangement, para. 1.3.

<sup>16</sup> “Vision 2050” was a part of Rwanda’s socioeconomic policy “to become an upper middle-income country (UMIC) by 2035 and a high-income country (HIC) by 2050”. See C-4, Rwandan Government, ‘Vision 2050’, December 2020, p. 7.

<sup>17</sup> C-10, 2022 Finance Arrangement, para. 1.4, referring to C-4, Rwandan Government, ‘Vision 2050’, December 2020; C-11, Rwandan Government, ‘7 Years Government Programme: National Strategy for Transformation (NST1)’, January 2017.

35. Paragraph 2.3 of the 2022 Finance Arrangement addressed payments for the ETIF as follows:

2.3.1 The payment schedule for the Economic Transformation and Integration Fund are intended to be annual payments totalling:

- Year 1: £240million
- Year 2: £100million
- Year 3: £50million
- Year 4: £50million
- Year 5: £50million

2.3.2 Year 1 payments will be due in two tranches: £120m due within 10 (ten) days of signing the Memorandum of Understanding then another £120m will be due after the first 300 Relocated Individuals are transferred. Further annual payments from year 2 to year 5 will be due annually and should be received within 10 (ten) working days of the anniversary of the Memorandum of Understanding's signing. In the event of an enforced pause resulting from a court order in the operation of the Memorandum of Understanding, as provided for in paragraph 23.2-23.4 of the Memorandum of Understanding, the anniversary dates for the pause of this paragraph will be deferred by the duration of the pause.

2.3.3 In addition to the above fixed payments in 2.3.1, the UK will pay £20,000 for each Relocated Individual transferred to Rwanda under the Memorandum of Understanding. Payment will be made in arrears quarterly based on the UK's manifest list of proposed Relocated Individuals for each flight. The manifest list for each flight will be confirmed shortly after take-off as described in the process set out in the Operational Process Note Verbale, paragraph 4.4.<sup>18</sup>

36. Paragraph 5.2 of the 2022 Finance Arrangement addressed the consequences of the United Kingdom terminating the MoU:

If cessation is initiated by the UK and takes place after the Economic Transformation and Integration Fund has been paid for that year, no monies in respect of that year's payment would be recoverable. The UK would continue to honour payments relating to Relocated Individuals already transferred as part of the asylum partnership. After cessation of the Memorandum of Understanding, no payments of the Economic Transformation and Integration Fund will be payable for subsequent years.<sup>19</sup>

37. Under paragraph 1.7 of the 2022 Finance Arrangement, the arrangement "[was] not legally binding under UK Law, Rwanda law or any other law including international law".<sup>20</sup>

38. Pursuant to the 2022 Finance Arrangement, the United Kingdom paid the following sums to Rwanda between 2022 and 2024:

- (a) in April 2022, £120 million in respect of Year 1;

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<sup>18</sup> C-10, 2022 Finance Arrangement, paras. 2.3.1–2.3.3.

<sup>19</sup> C-10, 2022 Finance Arrangement, para. 5.2.

<sup>20</sup> C-10, 2022 Finance Arrangement, para. 1.7.

- (b) in April 2023, £100 million in respect of Year 2; and
- (c) in April 2024, £50 million in respect of Year 3.<sup>21</sup>
39. On 6 July 2022, the United Kingdom sent a note verbale to Rwanda, proposing to correct a typographical error in the 2022 Finance Arrangement and stating that:

On that basis, I have the honour to propose that this Note and your Excellency's reply will place on record the joint understanding of the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Rwanda in this regard, which will take effect on the date of your reply.<sup>22</sup>

40. On 13 July 2022, Rwanda replied to the United Kingdom's note verbale of 6 July 2022, stating that:

I have the honour to confirm that the aforementioned proposal is acceptable to the Government of the Republic of Rwanda and confirm that Note No. 105/2022 dated 6 July 2022 and this Note in reply will place on record the joint understanding of the Government of the United Kingdom and of Great Britain and Ireland and the Government of the Republic of Rwanda in this regard and which will come into effect today.<sup>23</sup>

## **B. THE ASYLUM PARTNERSHIP AGREEMENT**

41. On 15 November 2023, the Supreme Court of the United Kingdom rendered a judgment in *AAA v Secretary of State for the Home Department*, finding that the policy under the MEDP of removing certain asylum seekers from the United Kingdom to Rwanda to have their claims determined there was unlawful.<sup>24</sup> As a result, the Parties decided to formalise the MEDP by signing the Asylum Partnership Agreement on 5 December 2023.<sup>25</sup>
42. To support the implementation of the Agreement, the Safety of Rwanda (Asylum and Immigration) Act 2024 (the "**Safety of Rwanda Act**") was introduced on 7 December 2023 and came into force on 25 April 2024 in the United Kingdom.
43. Similar to the MoU, the Agreement's objective was "to deter dangerous and illegal journeys to the United Kingdom which are putting people's lives at risk and to disrupt the business model of

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<sup>21</sup> **C-13**, United Kingdom Home Office, "Breakdown of Home Office costs associated with the MEDP with Rwanda and the Illegal Migration Act 2023", 2 December 2024. The United Kingdom notes the discrepancy of payment dates provided in Rwanda's Statement of Claim and suggests that it "may be due to processing times between payment being made by the United Kingdom and received by Rwanda". See Statement of Defence, fn. 31. See also Statement of Claim, para. 26.

<sup>22</sup> **C-15**, United Kingdom's Note Verbale 105/2022, 6 July 2022.

<sup>23</sup> **C-16**, Rwanda's Note Verbale 002/09.01/CAB.PS/2022, 13 July 2022.

<sup>24</sup> **R-7**, *AAA v Secretary of State for the Home Department* [2023] UKSC 42; [2023] 1 WLR 4433, 15 November 2023, paras. 1, 149.

<sup>25</sup> **C-19**, Asylum Partnership Agreement, signed on 5 December 2023.

people smugglers who are exploiting vulnerable people”.<sup>26</sup> That objective would be “secured” by, among other things, “creating a mechanism for the relocation to Rwanda of asylum seekers whose claims are not being considered by the United Kingdom, and by providing a mechanism for an asylum seeker’s claim for protection to be determined in Rwanda in accordance with the Refugee Convention and current international standards, including in accordance with international human rights law”.<sup>27</sup>

44. Article 3(2) of the Agreement recorded the Parties’ agreement “to take all steps that are necessary or appropriate to ensure that their obligations can both in practice be complied with and are in fact complied with”.<sup>28</sup>
45. As to “Financial Arrangements” of the Agreement, Article 18 provided that “[t]he Parties shall make financial arrangements in support of the relocation of individuals under this Agreement”.<sup>29</sup>
46. Article 19 dealt with the resettlement of vulnerable refugees to the United Kingdom, which provided:
- The Parties shall make arrangements for the United Kingdom to resettle a portion of Rwanda’s most vulnerable refugees in the United Kingdom, recognising both Parties’ commitment towards providing better international protection for refugees.<sup>30</sup>
47. Article 20(1) provided that the “Agreement may be amended at any time by mutual agreement between the Parties”.<sup>31</sup>
48. Rwanda notified the United Kingdom of the completion of its internal procedures required for entry into force on 23 April 2024.<sup>32</sup> The Agreement accordingly entered into force on 25 April 2024, upon the United Kingdom’s provision of its corresponding notification, in accordance with Article 24 of the Agreement.<sup>33</sup>

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<sup>26</sup> C-19, Asylum Partnership Agreement, art. 2(1).

<sup>27</sup> C-19, Asylum Partnership Agreement, art. 2(3)(a).

<sup>28</sup> C-19, Asylum Partnership Agreement, art. 3(2).

<sup>29</sup> C-19, Asylum Partnership Agreement, art. 19.

<sup>30</sup> C-19, Asylum Partnership Agreement, art. 19.

<sup>31</sup> C-19, Asylum Partnership Agreement, art. 20(1).

<sup>32</sup> R-8, Rwanda’s Note Verbale 2879/09.16/North. E/24, 23 April 2024.

<sup>33</sup> R-9, United Kingdom’s Note Verbale 073/2024, 25 April 2024.

49. The Agreement was to remain in force until 13 April 2027 at which point it would terminate unless renewed by written agreement of the Parties.<sup>34</sup> However, Article 23(5) conferred on each Party a right of unilateral termination, whereby:

Each Party may terminate this Agreement by giving notice to the other Party in writing. The termination shall take effect 3 (three) months from the date of notification to that other Party.<sup>35</sup>

### C. THE 2024 FINANCE AGREEMENT

50. Prior to concluding the financial arrangements contemplated under Article 18 of the Asylum Partnership Agreement, the Parties exchanged successive drafts of the proposed arrangements.

51. On 29 May 2024, Rwanda shared its comments on a draft finance note.<sup>36</sup> As to paragraph 1.8 of the draft, which stated that “[t]his Note Verbale is not legally binding under United Kingdom Law, Rwanda law or any other law including international law, and cannot be construed as a contract in the sense of a legally binding agreement between the United Kingdom and Rwanda which is enforceable in the courts”, Rwanda stated:

We need to revisit this provision as the NV is no longer attached to a non-binding MoU, but to a binding treaty. We need to be able to enforce certain provisions for instance as it relates to the ETIF Funding schedule.<sup>37</sup>

52. As to the dispute settlement provision in paragraph 6.1 of the draft, Rwanda stated:

As this is a funding mechanism under the Treaty, it should be subjected to the same dispute resolution mechanism as the treaty i.e consultation between the parties, failing which, recourse to arbitration. However, I foresee the issue being Rwanda refusing to refund the ops funding or UK refusing to issue further ETIF payment without formally terminating the Treaty. In the end, I believe this is a political decision that will have to be made.<sup>38</sup>

53. Following these exchanges, on 20 June 2024, the United Kingdom transmitted a note verbale to Rwanda setting out the proposed financial arrangements, with a view to confirming the Parties’ joint understanding of Article 18 of the Agreement (the “**2024 Finance Note**”).<sup>39</sup> The concluding text of the United Kingdom’s note verbale provided as follows:

If the arrangements set out above are acceptable to the Government of Rwanda, the High Commission has the honour to propose that this Note and the Ministry of Foreign Affairs and

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<sup>34</sup> C-19, Asylum Partnership Agreement, art. 23(1).

<sup>35</sup> C-19, Asylum Partnership Agreement, art. 23(5).

<sup>36</sup> C-36, Comments by Rwanda on the draft 2024 Finance Agreement, 29 May 2024; C-37, Comments by the United Kingdom on the draft 2024 Finance Agreement, 19 June 2024.

<sup>37</sup> C-36, Comments by Rwanda on the draft 2024 Finance Agreement, 29 May 2024, para. 1.8.

<sup>38</sup> C-36, Comments by Rwanda on the draft 2024 Finance Agreement, 29 May 2024, para. 6.1.

<sup>39</sup> C-22, United Kingdom’s Note Verbale 101/2024, 20 June 2024 (the “**2024 Finance Note**”).

International Cooperation's reply to that effect will place on record the understanding of our two Governments in this matter, which will come into effect on the date of your reply.<sup>40</sup>

54. On 21 June 2024, Rwanda's Ministry of Foreign Affairs and International Cooperation ("MINAFFET") replied to the United Kingdom's note verbale, stating:

The Ministry of Foreign Affairs and International Cooperation has the further honor to confirm that the above arrangements are acceptable to the Government of the Republic of Rwanda, and that the High Commission's Note and this Note in reply will place on record the understanding of our two Governments on the matter and which will come into effect today.<sup>41</sup>

55. It is common ground between the Parties that the United Kingdom's note verbale dated 20 June 2024, together with Rwanda's response thereto, constituted an agreement binding under international law on financial arrangements in support of the relocation of individuals, pursuant to Article 18 of the Agreement (the "**2024 Finance Agreement**").<sup>42</sup>

56. The 2024 Finance Agreement differed from the 2022 Finance Arrangement in at least two material respects:

- (a) whereas the 2022 Finance Arrangement provided for disputes to be resolved by consultation, the 2024 Finance Agreement provided that any dispute as to the interpretation or application of the Note on funding would be settled by reference to Article 22 of the Agreement;<sup>43</sup> and
- (b) unlike the 2022 Finance Arrangement, the 2024 Finance Agreement contained no provision expressly characterising it as non-legally binding. This omission reflected Rwanda's preference, on the basis that the Note "[was] no longer attached to a non-binding MoU but to a binding treaty".<sup>44</sup>

57. Similar to the 2022 Finance Arrangement, the 2024 Finance Agreement referred to two funding streams.<sup>45</sup> The first funding stream was to "support[] Rwanda in meeting the asylum and operational processing costs with associated infrastructure and livelihood costs for Relocated

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<sup>40</sup> C-22, 2024 Finance Note, p. 7.

<sup>41</sup> C-23, Rwanda's Note Verbale 051/09.16/North. E/24, 21 June 2024.

<sup>42</sup> The United Kingdom Note Verbale dated 20 June 2024, together with Rwanda's response dated 21 June 2024, shall be referred to as the 2024 Finance Agreement. When referring to the provisions of the 2024 Finance Agreement, reference shall be made to the text of the 2024 Finance Note: C-22, 2024 Finance Note; C-23, Rwanda's Note Verbale 051/09.16/North. E/24, 21 June 2024. *See also* Statement of Claim, paras. 82–85; Statement of Defence, para. 49.

<sup>43</sup> C-22, 2024 Finance Note, para. 6.1.

<sup>44</sup> C-36, Comments by Rwanda on the draft 2024 Finance Note, 29 May 2024, comment at para. 1.8.

<sup>45</sup> C-22, 2024 Finance Note, para. 1.4.

Individuals under the Agreement”.<sup>46</sup> The 2024 Finance Agreement further recorded that the United Kingdom had already made an advance payment of £20 million as “a credit to pay for anticipated future asylum and operational costs”.<sup>47</sup>

58. The second funding stream concerned the ETIF, which had been established in the 2022 Finance Arrangement.<sup>48</sup> The arrangements concerning the ETIF were set out as follows:

2.3.1 The payment schedule for the Economic Transformation and Integration Fund are intended to be annual payments totalling:

- Year 1: £50million
- Year 2: £50million
- Year 3: £50million

2.3.2 Year 1 has been paid. Year 2 and year 3 payments will be due annually within 10 days of 13th April in each year. In the event of a pause to the operation of the Agreement resulting from a court order, as provided for in Articles 23(2) and 23(3) of the Agreement, the payment dates for the purpose of this paragraph may be deferred by the duration of the pause.

2.3.3. The United Kingdom will make a further payment of £120m due within 10 days after the first 300 Relocated Individuals are transferred.

2.3.4 In addition to the above fixed payments in 2.3.1 and 2.3.3, the United Kingdom will pay £20,000 for each Relocated Individual transferred to Rwanda under the Agreement. Payment will be made in arrears quarterly based on the United Kingdom’s manifest list of proposed Relocated Individuals for each flight. The manifest list for each flight will be confirmed shortly after take-off as described in the process set out in the Operational Process Note Verbale, paragraph 4.4. Payment will be adjusted if Rwanda rescinds approval of a Relocated Individual after take-off but before arrival (ie before the Relocated Individual disembarks the steps of the plane) in accordance with the Operational Process Note Verbale.

2.3.5 Any overpayment will be returned to the United Kingdom as soon as identified.<sup>49</sup>

59. Paragraph 1.1 of the 2024 Finance Agreement stated that “[t]he terms used in this Note have the same meaning as in the Agreement”.<sup>50</sup>

60. The 2024 Finance Agreement provided that terms might be amended if such amendment were “made upon written agreement” of the Parties.<sup>51</sup>

61. The 2024 Finance Agreement also set out the following arrangements concerning termination:

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<sup>46</sup> C-22, 2024 Finance Note, para. 1.4.

<sup>47</sup> C-22, 2024 Finance Note, para. 2.4.1.

<sup>48</sup> C-22, 2024 Finance Note, para. 1.5.

<sup>49</sup> C-22, 2024 Finance Note, paras. 2.3.1–2.3.5.

<sup>50</sup> C-22, 2024 Finance Note, para. 1.1.

<sup>51</sup> C-22, 2024 Finance Note, para. 3.1.

- 5.1 This Note Verbale will cease to have effect at the same time as the Agreement.
- 5.2 If cessation is initiated by the United Kingdom and takes place after the Economic Transformation and Integration Fund has been paid for that year, no monies in respect of that year's payment would be recoverable. The United Kingdom would continue to honour payments relating to Relocated Individuals already transferred as part of the asylum partnership. After cessation of the Agreement, no payments of the Economic Transformation and Integration Fund will be payable for subsequent years.
- 5.3 The United Kingdom reserves the right to request reimbursement *pro rata* (monthly) in respect of the Economic Transformation and Integration Fund in the year in which Rwanda seeks the cessation of the Agreement. The United Kingdom would continue to honour payment relating to Relocated Individuals already transferred as part of the Agreement. The *pro rata* amount will be calculated by dividing the transferred Economic Transformation and Integration Fund payment for the current year by 12; any remaining months in the funding after the month participation ends will be multiplied by that figure to give the amount to be recovered. Both Parties will work co-operatively to recover such funds.<sup>52</sup>

## D. SUBSEQUENT EXCHANGES BETWEEN THE PARTIES

### 1. United Kingdom's Notification of Suspension of Scheduled Removals

62. Under the Agreement, four individuals were voluntarily relocated from the United Kingdom to Rwanda.<sup>53</sup>
63. On 6 July 2024, following a general election in the United Kingdom, the newly elected Prime Minister Sir Keir Starmer announced that the United Kingdom would not be pursuing the relocation of individuals to Rwanda.<sup>54</sup>
64. On 8 July 2024, Rwanda sent a note verbale to the United Kingdom, referring to, *inter alia*, the public statements of the Prime Minister Sir Keir Starmer in relation to the MEDP. The note verbale pointed out that Rwanda had received no formal communication from the UK Government regarding termination of the Agreement and expressed Rwanda's legitimate expectation to have been consulted in advance.<sup>55</sup>
65. On 8 July 2024, the United Kingdom responded to Rwanda's note verbale of the same date, stating:

Following the change of His Majesty's Government, the High Commission wishes to inform that esteemed Ministry that the UK Government has today informed the High Court in the current legal proceedings that no future removals of individuals to Rwanda under the Migration and Economic Development Partnership are scheduled or intended to be

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<sup>52</sup> C-22, 2024 Finance Note, paras. 5.1–5.3.

<sup>53</sup> C-13, United Kingdom Home Office, "Breakdown of Home Office costs associated with the MEDP with Rwanda and the Illegal Migration Act 2023", 2 December 2024.

<sup>54</sup> C-25, BBC News, "Starmer confirms Rwanda deportation plan 'dead'", 6 July 2024.

<sup>55</sup> C-26, Rwanda's Note Verbale 068/09.01/CAB.PS/24, 8 July 2024.

scheduled. The UK Government will be considering the issue of formal termination of the treaty under Article 23 in due course.<sup>56</sup>

66. Rwanda confirmed receipt of the United Kingdom's note verbale of 8 July 2024 on the following day.<sup>57</sup>

## 2. The November 2024 Notes Verbales

67. On 9 September 2024, the United Kingdom sent a note verbale, inviting MINAFFET to engage in meetings with officials from the United Kingdom Home Office in order to “discuss the logistics and timelines for the subsequent withdrawal of the United Kingdom of Great Britain and Northern Ireland from the Migration and Economic Development Partnership”.<sup>58</sup> The United Kingdom further stated that:

In parallel, we propose to convene a series of meetings to talk through and agree the ongoing provisions and support, including monitoring arrangements and relevant financial remuneration [*sic*], for the four individuals who accepted voluntary relocation to the Republic of Rwanda. We would also welcome the opportunity to hold further discussions regarding the longer-term future of those migrants from the British Indian Ocean Territory to whom the Republic of Rwanda has generously provided emergency medical treatment, who currently remain in Rwanda.<sup>59</sup>

68. On 3 October 2024, a meeting was held in Rwanda between United Kingdom Home Office officials and representatives of the Rwandan Government.<sup>60</sup> According to the United Kingdom's internal note of the meeting, the Parties discussed, *inter alia*, the termination of the United Kingdom's obligation to make future ETIF payments and Rwanda's request for the extension of Diplomatic Visa Arrangements (the “DVA”) to Rwandan diplomatic representatives and civil servants, which were noted by UK officials to be issues that are “inextricably interlinked”.<sup>61</sup> As regards the voluntarily relocated individuals, the note stated that:

GoR confirmed that their intent was to continue building the asylum system that we had worked with them to develop, including the appeals body required by the Treaty. This means

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<sup>56</sup> C-28, United Kingdom's Note Verbale 111/2024, 8 July 2024.

<sup>57</sup> R-12, E-mail from Clementine Mukeka to Omar Daair et al, “RE: NV on MEDP”, 9 July 2024.

<sup>58</sup> R-13, United Kingdom's Note Verbale 156/2024, 9 September 2024. *See also* R-14, United Kingdom's Note Verbale 166/2024, 1 October 2024.

<sup>59</sup> R-13, United Kingdom's Note Verbale 156/2024, 9 September 2024.

<sup>60</sup> R-15, E-mail from Richard Williams to John Brocklehurst et al, “READOUT: Negotiations with the Government of Rwanda”, 3 October 2024. *See also* Reply, para. 6.

<sup>61</sup> R-15, E-mail from Richard Williams to John Brocklehurst et al, “READOUT: Negotiations with the Government of Rwanda”, 3 October 2024; C-44, E-mail from Olivier Nduhungirehe to Emmanuel Ugirashebuja et al, “Invitation to a meeting on the UK MEDP | Tomorrow at 11h30”, 9 October 2024.

that all four voluntarily relocated individuals will remain in Rwanda under the terms of the treaty, which is our best case outcome. This matter is therefore closed.<sup>62</sup>

69. In particular, as set out under the heading “£50m ETIF Payment due in April 2025 / Diplomatic Visa Arrangements / Airside Transit Visa Waivers”, the United Kingdom’s internal note indicates that:

As expected, these issues appear inextricably interlinked. We talked GoR through the timeline for revoking the Safety of Rwanda Act in order to bring the treaty to an end, and the reasons for needing to do so in the way set out. We then made the case that our desire is not to do so, and highlighted the risk of further negative media coverage of Rwanda, that we wished to avoid. GoR appeared open to agreeing a Note[] Verbale confirming that all parties agree that no further ETIF payments are due, however they are clear that they would like to be added to the DVA list in Spring. Specifically they would like this to allow diplomats and those with a service passport (civil servants travelling on official business to transit landside). The ‘issue’ from GoR perspective was the length of time that it takes to get a visa for individuals who may need to attend UK on an urgent basis.

They further asked to be added to the list of countries eligible for Airside Transit Visa Waivers. At present Rwanda is listed in Schedule 1 of the Immigration (Passenger Transit Visa) Order 2014. That means nationals of Rwanda are required to hold a visa to transit airside. Nationals of Rwanda may be eligible to transit airside without a visa but only if they hold one of the specified exemption documents for airside transit set out in Article 4 of the 2014 Order (these are set out at the end of this email).

I think we therefore need a few things urgently in order to be able to ask the Home Secretary to make a decision. @John Brocklehurst (Home Office) as per IM, apologies I think these fall to your team, and we will really need some answers tomorrow so we can reach a position on what we are offering GoR before we leave.

1. Could those travelling on the ‘service passport’ be included in the DVA as requested? Or is it limited to diplomatic passports?
2. Are there any issues with agreeing Airside Transit visa waivers? If so, can we set out these issues for the HS?
3. Could we set out the rationale for why some African countries are allowed to have Airside Transit Visa Waivers? This is a particular point of contention for GoR, so we will just need a clear narrative as to the reasons for any perceived disparity.<sup>63</sup>

70. The same topics were said to have been discussed further on 8 October 2024, during a meeting between a representative of the Rwandan Government and the British High Commissioner.<sup>64</sup> According to Rwanda’s internal records, the United Kingdom proposed “to negotiate a diplomatic visa waiver agreement with Rwanda” and “[in] return, Rwanda would not seek any further

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<sup>62</sup> **R-15**, E-mail from Richard Williams to John Brocklehurst et al, “READOUT: Negotiations with the Government of Rwanda”, 3 October 2024.

<sup>63</sup> **R-15**, E-mail from Richard Williams to John Brocklehurst et al, “READOUT: Negotiations with the Government of Rwanda”, 3 October 2024.

<sup>64</sup> **C-43**, E-mail from Grace Nyinawumuntu to Olivier Nduhungirehe et al, “Report of the meeting with the UK HC”, 8 October 2024; **C-44**, E-mail from Olivier Nduhungirehe to Emmanuel Ugirashebuja et al, “Invitation to a meeting on the UK MEDP | Tomorrow at 11h30”, 9 October 2024.

payments under the MEDP”.<sup>65</sup> This arrangement would afford the United Kingdom’s Home Secretary additional time to introduce the legislation required to repeal the Safety of Rwanda Act. Otherwise, the requisite legislation would need to be submitted to Parliament by the following week to meet the 12 January 2025 deadline and issue a formal termination notification.<sup>66</sup> Rwanda’s internal note states regarding transit visas that “[t]he High Commissioner confirmed that there would be no waiver, except for existing exemptions covering passengers transiting through the UK en route to the US, Canada, New Zealand, or Australia. She stressed that a broader transit visa waiver is not possible at this time due to an ongoing global review of the UK’s visa system”.<sup>67</sup>

71. On 9 October 2024, an internal meeting was proposed to be held on 10 October 2024 on “a request by the UK” that Rwanda “not pursue the third £50 million payment under the MEDP in exchange for a diplomatic visa waiver agreement with Rwanda”.<sup>68</sup>
72. On 10 October 2024, the United Kingdom sent an “informal note” to Rwanda, providing the details of the DVA that “could be agreed subject to the outcome of [the] discussion between our ministers tonight”.<sup>69</sup>
73. On the same date, a call was held between the United Kingdom’s Home Secretary, Ms Yvette Cooper, and the Rwandan Foreign Minister, Mr Olivier Nduhungirehe, during which the Parties discussed, *inter alia*, the termination of ETIF payments and the extension of the DVA to the Government of Rwanda.<sup>70</sup>
74. The United Kingdom’s internal note of the call that took place on 10 October 2024 states that it had been agreed on the call that:

Government of Rwanda would sign a Note[] Verbale that removes the obligation to pay any further sums under the Economic Transformation and Integration Fund. We will send them a draft tomorrow, which they will endeavour to return to us by close of play ....

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<sup>65</sup> C-43, E-mail from Grace Nyinawumuntu to Olivier Nduhungirehe et al, “Report of the meeting with the UK HC”, 8 October 2024.

<sup>66</sup> C-43, E-mail from Grace Nyinawumuntu to Olivier Nduhungirehe et al, “Report of the meeting with the UK HC”, 8 October 2024.

<sup>67</sup> C-43, E-mail from Grace Nyinawumuntu to Olivier Nduhungirehe et al, “Report of the meeting with the UK HC”, 8 October 2024.

<sup>68</sup> C-44, E-mail from Olivier Nduhungirehe to Emmanuel Ugirashebuja et al, “Invitation to a meeting on the UK MEDP | Tomorrow at 11h30”, 9 October 2024.

<sup>69</sup> C-45, E-mail from David Rinnert to Grace Nyinawumuntu et al, “Info: UK DVA Note”, 10 October 2024.

<sup>70</sup> R-16, E-mail from Richard Williams to Simon Ridley et al, “READOUT: Home Secretary / Minister Nduhungirehe (GoR) bilat”, 10 October 2024; C-42, Rwandan Government, “Report: Phone call with the UK Home Secretary”, 10 October 2024.

We would extend Diplomatic Visa Arrangements to the Government of Rwanda in the Spring Immigration Rules change. We will not extend transit visa waivers at this time as the policy is under review.<sup>71</sup>

75. The United Kingdom's note further states that:

Once we have an agreed Note[] Verbale, the High Commissioner will sign it on behalf of the UK, and we will inform the House authorities that we will no longer need to bring forward the Bill repealing the Safety of Rwanda Act next week.<sup>72</sup>

76. Rwanda's internal note of the call that took place on 10 October 2024 states that:

In this regards, Minister recalled that Rwanda was always motivated by good faith, and that we entered into a migration partnership with a State, not a government. He assured that Rwanda will, in principle, not pursue that payment, provided that the UK follows the right legal procedure. He then asked YC what kind of legal formality and documentation the UK will provide to move forward.

As a response, YC expressed the UK's interest in signing a note verbale requesting Rwanda to forgo the £50M payment, to which we will respond by a note verbale accepting it. In this respect, the UK will send us a draft in morning, so that we can provide our inputs. She added that, to show the strong partnership with Rwanda, the UK is willing to facilitate visa waivers for up to 100 diplomatic passports per year.

On Rwanda's side, Minister emphasized our longstanding relationship, which goes beyond MEDP, and which is based on mutual respect and shared interests. He appreciated the progress on diplomatic visa arrangements and but expressed interest in doing more and making further progress on broader cooperation and longstanding matters, such as transit visas, judicial cooperation, military training, trade and investment. For instance, he reminded her that the UK remains the only country in Europe that has yet to prosecute or extradite genocide fugitives.

YC assured me that the UK is open to further discussions in all these areas, except on transit visa. She explained that her government is engaged in a global review of their visa system, and that they are phasing out current beneficiary [*sic*] countries of the exemption of transit visa.

Regarding next steps, the UK will share for review a draft note verbale on ceasing financial arrangements, which once approved from our side, would be legally binding for both parties. We will consult MINIJUST on the draft to provide comments. The UK hopes to sign it this week.<sup>73</sup>

77. On 11 October 2024, the United Kingdom sent a draft note verbale to Rwanda, the stated purpose of which was to "amend[] and replace[] in entirety" the 2024 Finance Agreement.<sup>74</sup> The United Kingdom stated that "[t]here aren't huge changes from the previous NV, so if you're content, or

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<sup>71</sup> **R-16**, E-mail from Richard Williams to Simon Ridley et al, "READOUT: Home Secretary / Minister Nduhungirehe (GoR) bilat", 10 October 2024.

<sup>72</sup> **R-16**, E-mail from Richard Williams to Simon Ridley et al, "READOUT: Home Secretary / Minister Nduhungirehe (GoR) bilat", 10 October 2024.

<sup>73</sup> **C-42**, Rwandan Government, "Report: Phone call with the UK Home Secretary", 10 October 2024.

<sup>74</sup> **R-18**, E-mail from David Rinnert to Clementine Mukema et al, "For GoR comments following Ministerial call last night: Draft Finance NV", 11 October 2024; **R-19**, Attachment: "NV re finances for termination RW comments", 11 October 2024, para. 1.6.

if changes are relatively minor, we would aim to sign today - otherwise early next week".<sup>75</sup> The attached draft note verbale provided in relevant part:

1.3 For the purpose of the Agreement this Note confirms the Parties' joint understanding of the commitments in prospect of formal termination of the Agreement, including financial arrangements in prospect of the termination of the Agreement.

...

1.6 The Parties to the Agreement intend that this Note amends and replaces in entirety the Note on guarantees of the Government of United Kingdom of Great Britain and Northern Ireland regarding financial arrangements for the migration and asylum processing partnership that was sent to the Government of Rwanda by the British High Commission on 20 June 2024, and which was responded to by the Ministry of Foreign Affairs and International Cooperation of the Republic of Rwanda on 21 June 2024.

...

1.9 This Note is not legally binding under United Kingdom Law, Rwandan law or any other law including international law, and cannot be construed as a contract in the sense of a legally binding agreement between the United Kingdom and Rwanda which is enforceable in the courts. Nevertheless, both Parties to the Agreement intend to comply with its provisions and will apply its arrangements.<sup>76</sup>

78. On 11 October 2024, Rwanda replied to the United Kingdom, asking for the changes that were made to be highlighted.<sup>77</sup>

79. On the same day, 11 October 2024, the United Kingdom responded to Rwanda stating that:

the changes between the two Notes Verbale[s] are quite significant as we have entirely removed the ETIF elements, which makes it very difficult to send as a tracked changes document ... If, as a result, you require additional time to check through the documents please let us know – it is very important to us that you are happy with the proposal and have sufficient time to confirm that.<sup>78</sup>

80. On 15 October 2024, Rwanda transmitted a revised draft note verbale to the United Kingdom, the covering e-mail of which observed that "[t]he proposed NV introduces significant changes that raise concerns for us and diverge considerably from our prior understandings" and stated that the purpose of the draft was to "propose amendments to the Financial NV, agreeing to halt the ETIF payment schedule and clarifying the continuation of responsibilities in anticipation of the UK's

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<sup>75</sup> **R-18**, E-mail from David Rinnert to Clementine Mukeka et al, "For GoR comments following Ministerial call last night: Draft Finance NV", 11 October 2024.

<sup>76</sup> **R-19**, Attachment: "NV re finances for termination RW comments", 11 October 2024.

<sup>77</sup> **R-20**, E-mail from Grace Nyinawumuntu to David Rinnert et al, "RE: For GoR comments following Ministerial call last night: Draft Finance NV", 11 October 2024.

<sup>78</sup> **R-21**, E-mail from Richard Williams to Grace Nyinawumuntu et al, "RE: For GoR comments following Ministerial call last night: Draft Finance NV", 11 October 2024.

formal termination notice”.<sup>79</sup> The text of Rwanda’s draft note verbale included several important amendments, including the removal of any reference to the agreement not being binding under international or domestic law and explicitly mentioning that the payments under the ETIF would be halted pending UK’s formal notice of termination.<sup>80</sup> The draft stated, *inter alia*, that:

2.3.1. The payment schedule for the economic transformation and integration fund is halted pending formal notification of termination of the Agreement. The United Kingdom will not make any further payments to the economic transformation and integration fund.

2.3.2. All provisions under paragraph 2.3 of the Arrangement are hereby replaced by paragraph 2.3.1 above.<sup>81</sup>

81. Further drafts were then exchanged between the Parties.
82. On 16 October 2024, the United Kingdom shared further changes to the draft note verbale with Rwanda, noting that “[t]he attached changes we have made are designed primarily to meet certain audit and scrutiny requirements on the UK side”.<sup>82</sup>
83. On 22 October 2024, the United Kingdom wrote to Rwanda sharing a revised version of the draft note verbale “with all the original UK changes removed with the exception of those we discussed yesterday”.<sup>83</sup>
84. On 30 October 2024, the United Kingdom wrote to Rwanda stating that “our Home Secretary is very keen to get this agreed as soon as possible due to legislative pressures here in the UK”.<sup>84</sup>
85. On 6 November 2024, following a meeting between the Rwandan Foreign Minister and the British High Commissioner, the United Kingdom provided Rwanda with a new draft, which consisted of

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<sup>79</sup> **R-22**, E-mail from Grace Nyinawumuntu to David Rinnert et al, “Re: For GoR comments following Ministerial call last night: Draft Finance NV”, 15 October 2024; **R-23**, Attachment: “Draft NV ON MEDP October 2024 (Rwanda side) (1)”, 15 October 2024.

<sup>80</sup> **R-23**, Attachment: “Draft NV ON MEDP October 2024 (Rwanda side) (1)”, 15 October 2024.

<sup>81</sup> **R-23**, Attachment: “Draft NV ON MEDP October 2024 (Rwanda side) (1)”, 15 October 2024.

<sup>82</sup> **R-24**, E-mail from David Rinnert to Grace Nyinawumuntu et al, “RE: For GoR comments following Ministerial call last night: Draft Finance NV”, 16 October 2024; **R-25**, Attachment: “Draft NV ON MEDP October 2024 (Rwanda side) UK comments updated after instructions RW cleared”, 16 October 2024.

<sup>83</sup> **R-26**, E-mail from Alison Thorpe to Grace Nyinawumuntu et al, “annotated NV”, 22 October 2024; **R-27**, Attachment: “Draft NV ON MEDP October 2024 (Rwanda side) UK comments updated after instructions v3”, 22 October 2024.

<sup>84</sup> **R-28**, E-mail from Kristian Armstrong to Clementine Mukeka, “Closing off the Note Verbale”, 30 October 2024.

a “short political NV” and a “technical annex” and further noted the “urgency to get this concluded due to the UK legislative timetable”.<sup>85</sup> The draft cover note verbale stated, *inter alia*, that:

In recognition of the most productive discussions between the Home Secretary for the United Kingdom, the Rt Honourable Yvette Cooper MP, and [honorific title for FM] it is hereby agreed that no further payments will be made under the Economic Transformation and Development Partnership agreement.<sup>86</sup>

86. The technical annex proposed by the United Kingdom stated, *inter alia*:

That Rwanda acknowledges and agrees that the Economic Transformation and Integration Funds of £50 million due in April 2025 and April 2026 in accordance with paragraphs 2.3.1 and 2.3.2 of the Finance Note will not be paid and that the Finance Note is accordingly amended;

That Rwanda and the United Kingdom continue to discuss arrangements for formal termination of the Agreement including financial arrangements related to termination and the on-going treatment and financial arrangements for those individuals relocated to Rwanda under the Memorandum of Understanding between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Rwanda for an arrangement facilitating Voluntary departures of Illegal Migrants to the Republic of Rwanda signed in Kigali on 11 March 2024, so as to reach an agreement on these issues as soon as possible;

That this Note does not constitute a termination of the Agreement nor should it be construed as a notification of termination.<sup>87</sup>

87. An internal note from the United Kingdom suggests that on 6 November 2024, officials of Rwanda and the United Kingdom met to “progress the Note Verbale ending payments under the Migration and Economic Development Partnership”.<sup>88</sup> The note states that “[w]hilst the Minister was a little non-committal on exactly what he wants to see from the Migration Partnership NV, our sense is that the challenge has been getting the Minister’s time on the issue (rather than a major issue of substance)”.<sup>89</sup>

88. Rwanda’s reply of 12 November 2024 followed its indication of 7 November 2024 that it would endeavour to conclude the matter promptly, and the United Kingdom’s reiteration on the same

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<sup>85</sup> **R-29**, E-mail from Jennifer Stockill to Grace Nyinawumuntu et al, “Draft NVs for UK”, 6 November 2024; **R-30**, Attachment: “DRAFT Note Verbale”, 6 October 2024; **R-31**, Attachment: “DRAFT technical annex NV”, 6 November 2024.

<sup>86</sup> **R-29**, E-mail from Jennifer Stockill to Grace Nyinawumuntu et al, “Draft NVs for UK”, 6 November 2024; **R-30**, Attachment: “DRAFT Note Verbale”, 6 October 2024; **R-31**, Attachment: “DRAFT technical annex NV”, 6 November 2024.

<sup>87</sup> **R-31**, Attachment: “DRAFT technical annex NV”, 6 November 2024.

<sup>88</sup> **R-34**, E-mail from Jennifer Stockill to Alison Thorpe et al, “Readout: meeting with Rwandan Foreign Minister”, 7 November 2024.

<sup>89</sup> **R-34**, E-mail from Jennifer Stockill to Alison Thorpe et al, “Readout: meeting with Rwandan Foreign Minister”, 7 November 2024.

date of the pressure it faced in light of its domestic legislative timetable.<sup>90</sup> Rwanda's revised draft note verbale stated, *inter alia*:

In this context, and in anticipation of the formal termination of the Agreement, the Government of the United Kingdom respectfully requests that the Government of Rwanda forgo any additional payments under the Economic Transformation and Integration Fund.<sup>91</sup>

89. Subsequently, the United Kingdom and Rwanda each confirmed that they had no further revisions to make to the draft note verbale, including the Technical Annex.<sup>92</sup>

90. On 13 November 2024, the United Kingdom sent a note verbale to Rwanda,<sup>93</sup> attached to a cover e-mail with the subject line "NV 182/2024 Financial arrangements ahead of MEDP Treaty termination".<sup>94</sup> In the cover note verbale, the United Kingdom confirmed both that no further individuals would be removed to Rwanda under the Asylum Partnership Agreement and its intention to formally terminate the Agreement.<sup>95</sup> Adopting the terminology proposed by Rwanda in its draft of the preceding day, the covering note verbale further stated:

In this context, and in anticipation of the formal termination of the Agreement, the Government of the United Kingdom respectfully requests that the Government of Rwanda forgo any additional payments under the Economic Transformation and Integration Fund. This request is supported by the annexed technical Note[] Verbale.<sup>96</sup>

91. The Technical Annex included the following proposals of the United Kingdom:

1. That Rwanda acknowledges and agrees that the Economic Transformation and Integration Funds of £50 million due in April 2025 and April 2026 in accordance with paragraphs 2.3.1 and 2.3.2 of the Finance Note will not be paid and that the Finance Note is accordingly amended.
2. That Rwanda and the United Kingdom continue to discuss arrangements for formal termination of the Agreement including financial arrangements related to termination and the on-going treatment and financial arrangements for those individuals relocated to Rwanda under the Memorandum of Understanding between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Rwanda for an arrangement facilitating Voluntary departures of Illegal Migrants to the Republic of Rwanda signed in Kigali on 11 March 2024, so as to reach an agreement on these issues as soon as possible;

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<sup>90</sup> **R-32**, E-mails between Jennifer Stockill, Isabelle Umugwaneza et al, "RE: Draft NVs for UK", 6–7 November 2024.

<sup>91</sup> **R-35**, E-mail from Grace Nyinawumuntu to Jennifer Stockill et al, "Re: Draft NVs for UK", 12 November 2024; **R-36**, Attachment: "DRAFT Note Verbale (Rwanda inputs)", 12 November 2024.

<sup>92</sup> **R-33**, E-mails between Jennifer Stockill, Grace Nyinawumuntu et al, "RE: Draft NVs for UK", 6–12 November 2024.

<sup>93</sup> **C-29**, United Kingdom's Note Verbale 182/2024, 13 November 2024.

<sup>94</sup> **R-37**, E-mail from British High Commission Kigali to MINAFFET, "NV 182/2024 Financial arrangements ahead of MEDP Treaty termination", 13 November 2024.

<sup>95</sup> **C-29**, United Kingdom's Note Verbale 182/2024, 13 November 2024.

<sup>96</sup> **C-29**, United Kingdom's Note Verbale 182/2024, 13 November 2024.

3. That this Note does not constitute a termination of the Agreement, nor should it be construed as a notification of termination.<sup>97</sup>

92. The Technical Annex concluded with the following:

If the proposals set out above are acceptable to the Government of Rwanda, I have the honour to propose that this Note and your reply to that effect will place on record the understanding of our two Governments in this matter, which will come into effect on the date of your reply.<sup>98</sup>

93. On 14 November 2024, MINAFFET replied by e-mail, under the subject line “Confirmation of the Government of Rwanda to the Proposed arrangements”,<sup>99</sup> and enclosing a note verbale of the same date.<sup>100</sup> The note verbale noted the United Kingdom’s “intention ... to formally terminate the Migration and Economic Development Partnership”, as well as its “request[]” that Rwanda “forgo any additional payments under the Economic Transformation and Integration Fund”.<sup>101</sup> It further stated “[t]he Ministry of Foreign Affairs and International Cooperation has the further honor to confirm that the proposed arrangements are acceptable to the Government of the Republic of Rwanda”.<sup>102</sup>
94. The meaning and effect of the notes verbales dated 13 and 14 November 2024 between the United Kingdom and Rwanda (together, the “**November 2024 Notes Verbales**”) are disputed between the Parties and are addressed in Section VI below.
95. On 15 November 2024, Mr Kristian Armstrong, Director of Asylum Protection and Enforcement Directorate of the United Kingdom, sent an e-mail to Ms Mukeka, expressing thanks for her support as “the Note Verbale [had been] agreed and signed”, and stating that they will “pickup on next steps on the diplomatic visas arrangement proposal”.<sup>103</sup>
96. On 10 December 2024, the United Kingdom sent a note verbale to Rwanda containing an “update on recent and forthcoming changes to UK visa services to ensure that we continue to provide an efficient service to Rwandan officials and nationals travelling to the UK”.<sup>104</sup>

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<sup>97</sup> C-29, United Kingdom’s Note Verbale 182/2024, 13 November 2024, Technical Annex.

<sup>98</sup> C-29, United Kingdom’s Note Verbale 182/2024, 13 November 2024, Technical Annex.

<sup>99</sup> R-38, E-mail from MINAFFET to British High Commission Kigali, “Confirmation of the Government of Rwanda to the Proposed arrangements”, 14 November 2024.

<sup>100</sup> C-30, Rwanda’s Note Verbale 8520/09.16/North. E/24, 14 November 2024.

<sup>101</sup> C-30, Rwanda’s Note Verbale 8520/09.16/North. E/24, 14 November 2024.

<sup>102</sup> C-30, Rwanda’s Note Verbale 8520/09.16/North. E/24, 14 November 2024.

<sup>103</sup> R-39, E-mail from Kristian Armstrong to Clementine Mukeka et al, “RE: Closing off the Note Verbale”, 15 November 2024.

<sup>104</sup> C-46, United Kingdom’s Note Verbale 199/2024, 10 December 2024.

97. The United Kingdom did not make the “Year 2” ETIF payment referred to in paragraph 2.3.1 of the 2024 Finance Agreement.<sup>105</sup>

**3. Rwanda’s Notification to “Rescind Previous Arrangements Outlined” in the November 2024 Notes Verbales**

98. On 25 February 2025, the United Kingdom’s Foreign, Commonwealth and Development Office issued a statement announcing a series of measures to be imposed on Rwanda in response to its alleged role in the conflict in the Democratic Republic of the Congo, including the suspension of high-level engagement, direct bilateral financial aid, and defence training assistance, as well as restrictions on trade promotion and export licences.<sup>106</sup>

99. On that same day, Rwanda released a statement describing the United Kingdom’s measures as “regrettable” and “unreasonable”.<sup>107</sup> Rwanda also transmitted a note verbale to the United Kingdom on 25 February 2025, referencing its note verbale of 14 November 2024, in which it had “conveyed that the proposed arrangements from the Government of the United Kingdom to forgo any additional payments under the Economic Transformation and Integration Fund were acceptable to the Government of the Republic of Rwanda”.<sup>108</sup> It proceeded to state that:

The Ministry of Foreign Affairs and International Cooperation now has the honour to inform the High Commission that the proposed arrangements, as outlined in the Technical Annex to Note Verbale 182/2024, are not acceptable to the Government of the Republic of Rwanda. As a result, the previous arrangements outlined in the aforementioned Note Verbale, dated 14 November 2024, are hereby rescinded. Rwanda and the United Kingdom remain bound by the arrangements as contained in the bilateral agreement for the Provision of an Asylum Partnership Agreement to strengthen shared international commitments on the protection of refugees and migrants, along with its associated annexes and notes verbales[.]<sup>109</sup>

100. On 6 March 2025, the United Kingdom transmitted a note verbale in response, stating that:

- (a) the November 2024 Notes Verbales “amended the Finance Note to remove payment of the Economic Transformation and Integration Funds of £50 million due in April 2025 and April 2026”;
- (b) “steps are still being taken to terminate the Agreement”; and

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<sup>105</sup> Statement of Defence, para. 85.

<sup>106</sup> **R-43**, United Kingdom Government, Press Release, “UK Statement on response to the situation in Eastern DRC”, 25 February 2025.

<sup>107</sup> **R-44**, MINAFFET, Press Release, “Rwanda Regrets Measures by the UK”, 25 February 2025.

<sup>108</sup> **C-31**, Rwanda’s Note Verbale 1499/09.16/North. E/25, 25 February 2025.

<sup>109</sup> **C-31**, Rwanda’s Note Verbale 1499/09.16/North. E/25, 25 February 2025.

- (c) “no further payment of the Economic Development Partnership funds will be paid under the Finance Note”.<sup>110</sup>

**E. COMMENCEMENT OF THE DISPUTE SETTLEMENT PROCEDURES**

101. On 24 March 2025, Rwanda commenced the dispute settlement procedures under Article 22 of the Asylum Partnership Agreement by referring the dispute to Mr Daniel Hobbs, the United Kingdom’s Co-Chair of the Joint Committee, and requesting a meeting of the Joint Committee to discuss and seek resolution of the dispute by consultation pursuant to Articles 16 and 22(1) of the Agreement.<sup>111</sup> In its letter, Rwanda asserted that the Agreement remained legally binding between the Parties, that the United Kingdom had breached its obligations under Article 18 by failing to make the required ETIF payments, and that it had further breached its obligations under Article 23 by failing to make arrangements for the resettlement of Rwanda’s most vulnerable refugees in the United Kingdom. Additionally, Rwanda noted that under the Agreement, “the UK is legally bound to resettle a portion of the most at-risk refugees from Rwanda in recognition of the shared responsibility to provide international protection” and that “the UK has failed to take any concrete action to fulfil its obligations under the Agreement”. Rwanda requested that the Joint Committee “urgently finalize arrangements for the resettlement of the refugees in the UK”.<sup>112</sup>
102. By letter dated 1 April 2025, Mr Hobbs proposed a date for the meeting of the Joint Committee and expressed the United Kingdom’s position as follows:
- (a) there is “no legal obligation binding” on the United Kingdom to make further ETIF payments, as the November 2024 Notes Verbales had “amended” the 2024 Finance Agreement so as to remove the payment obligations in respect of the ETIF instalments due in April 2025 and April 2026;
  - (b) Article 19 of the Agreement imposed no “binding legal obligation” on the United Kingdom to resettle refugees from Rwanda, “as such arrangements have not been made”; and
  - (c) steps were still being taken to terminate the Agreement and that no further individuals would be relocated thereunder.<sup>113</sup>

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<sup>110</sup> C-32, United Kingdom’s Note Verbale 032/2025, 6 March 2025.

<sup>111</sup> C-33, Letter from Clementine Mukeka to Daniel Hobbs, 24 March 2025. *See also* C-19, Asylum Partnership Agreement, arts. 16, 22(1).

<sup>112</sup> C-33, Letter from Clementine Mukeka to Daniel Hobbs, 24 March 2025.

<sup>113</sup> C-34, Letter from Daniel Hobbs to Clementine Mukeka, 1 April 2025.

103. The Joint Committee met on 16 April 2025.<sup>114</sup> Then, on 30 April 2025, Ms Mukeka wrote to Mr Hobbs, indicating that the dispute between the Parties had not been resolved and requesting consultations at the political level in accordance with Article 22(2) of the Agreement.<sup>115</sup> Political consultations took place on 4 June 2025 but likewise failed to resolve the dispute.<sup>116</sup>

#### **F. TERMINATION OF THE ASYLUM PARTNERSHIP AGREEMENT**

104. In parallel with the dispute settlement procedures described in Section III.E, the Parties conducted negotiations concerning the financial arrangements relating to the termination of the Asylum Partnership Agreement, including, in particular, the Parties' obligations towards individuals already relocated to Rwanda and the treatment of the £20 million advance provided by the United Kingdom for operational costs.<sup>117</sup> On 12 August 2025, in response to a request by the United Kingdom, Rwanda provided a summary report on the utilisation of the £20 million advance.<sup>118</sup>

105. On 2 December 2025, the Border Security, Asylum and Immigration Act 2025 passed by the Parliament of the United Kingdom received Royal Assent and came into effect.<sup>119</sup> Section 40 of this Act repealed the Safety of Rwanda Act.<sup>120</sup>

106. On 16 December 2025, the United Kingdom formally notified Rwanda of the termination of the Asylum Partnership Agreement.<sup>121</sup> In accordance with Article 23(5) of the Agreement, the termination became effective on 16 March 2026.<sup>122</sup>

#### **IV. RELIEF REQUESTED**

107. In its Final Submissions presented at the end of the Hearing, the Claimant requested as follows:

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<sup>114</sup> See Notice of Arbitration, para. 30; Statement of Defence, para. 95.

<sup>115</sup> **R-45**, Letter from Clementine Mukeka to Daniel Hobbs, 30 April 2025.

<sup>116</sup> See Notice of Arbitration, para. 32.

<sup>117</sup> **R-46**, E-mail from David Rinnert to Nathalie Helene Gasaro, "Follow up - letter from Home Office Director Kristian for PS Clementine", 31 July 2025; **R-47**, Attachment: "KA letter to PS Clementine 29072025 (007)", 29 July 2025, transmitted on 31 July 2025. See also **C-29**, United Kingdom's Note Verbale 182/2024, 13 November 2024, Technical Annex, para. 2.

<sup>118</sup> **R-48**, E-mail from Nathalie Helene Gasaro to David Rinnert, "Re: Follow up - letter from Home Office Director Kristian for PS Clementine", 12 August 2025; **R-49**, Attachment: "Summary Report\_MEDP Funds utilization (2)", 12 August 2025.

<sup>119</sup> **R-50**, Border Security, Asylum and Immigration Act 2025, 2 December 2025.

<sup>120</sup> **R-50**, Border Security, Asylum and Immigration Act 2025, 2 December 2025, s. 40.

<sup>121</sup> **C-35**, United Kingdom's Note Verbale 159/2025, 16 December 2025.

<sup>122</sup> **C-19**, Asylum Partnership Agreement, art. 23(5) (termination "shall take effect 3 (three) months from the date of notification" of termination by one Party to the other).

1. For the reasons explained by the Republic of Rwanda in its Statement of Claim, its Reply and during the oral hearings, the Republic of Rwanda requests this Tribunal to:
  - a. DECLARE that £50 million for Year 2 remains due and payable to Rwanda under paragraph 2.3.2 of the 2024 Finance Note;
  - b. DECLARE that the United Kingdom is in breach of paragraph 2.3.2 of the 2024 Finance Note for failing to pay £50 million for Year 2 within 10 days of 13 April 2025;
  - c. DECLARE that the United Kingdom is obliged to make payment for Year 3 of the Agreement in the amount of £50 million (alternatively, adjusted pro rata to £10.4 million to reflect the Agreement's termination on 16 March 2026);
  - d. DECLARE that the United Kingdom is in breach of Article 18 of the Agreement;
  - e. ORDER that the United Kingdom pay Rwanda all outstanding sums;
  - f. DECLARE that the United Kingdom is in breach of Article 19 of the Agreement;
  - g. ORDER the United Kingdom to pay Rwanda compensation for its breach of Article 19 of the Agreement in the sum of £6 million (alternatively, ORDER the United Kingdom to provide Rwanda with an apology for said breach);
  - h. ORDER pre- and post-award interest on any sums that are due to Rwanda; and
  - i. AWARD Rwanda any further and other relief that the Arbitral Tribunal considers appropriate (such as an order that the Parties negotiate the modalities of compensation due under Article 19, as set out in paragraph 63 of the Reply).<sup>123</sup>

108. In its Final Submissions presented at the end of the Hearing, the Respondent requested that “[f]or the reasons provided in the Statement of Defence and its oral submissions, the United Kingdom respectfully requests that the Tribunal dismiss each of Rwanda’s claims set out at paragraph 47 of its Notice of Arbitration, paragraph 111 of its Statement of Claim and in its reply submissions”.<sup>124</sup>

## V. APPLICABLE LAW

109. Before addressing Rwanda’s claims, the Tribunal considers it necessary to determine the applicable law for the purposes of this case. The case concerns the alleged failure by the United Kingdom to comply with its obligations under Articles 18 and 19 of the Asylum Partnership Agreement and the financial arrangements made pursuant to Article 18 of the Asylum Partnership Agreement, agreed by the Parties, through the exchange of notes verbales on 20 June 2024. Both Parties agree that through this exchange of notes verbales on 20 June 2024, they concluded a

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<sup>123</sup> Rwanda’s Final Submissions. *See also* Statement of Claim, para. 111; Reply, para. 65.

<sup>124</sup> United Kingdom’s Final Submissions. *See also* Statement of Defence, para. 216.

binding agreement under international law for the purposes of the application of Article 18 of the Asylum Partnership Agreement.<sup>125</sup>

110. Rwanda and the United Kingdom are both parties to the Vienna Convention on the Law of Treaties (“VCLT”). Rwanda acceded to the VCLT on 1 January 1980 with effect as of 2 February 1980. The United Kingdom ratified the VCLT on 25 June 1971 and became bound by it on 27 January 1980 when the VCLT entered into force, following the deposit of 35 instruments of ratification or accession.
111. In view of the above, the VCLT is applicable to the Asylum Partnership Agreement and to the 2024 Finance Agreement.

## VI. FINANCIAL ARRANGEMENTS CLAIM

112. Article 18 of the Asylum Partnership Agreement, which addresses financial arrangements, provides:

The Parties shall make financial arrangements in support of the relocation of individuals under this Agreement.

113. Pursuant to Article 18 of the Agreement, the relevant arrangements concerning the ETIF were set out in paragraph 2.3 of the 2024 Finance Agreement, which relevantly provides as follows:

2.3.1 The payment schedule for the Economic Transformation and Integration Fund are intended to be annual payments totalling:

- Year 1: £50million
- Year 2: £50million
- Year 3: £50million

2.3.2 Year 1 has been paid. Year 2 and year 3 payments will be due annually within 10 days of 13th April in each year. In the event of a pause to the operation of the Agreement resulting from a court order, as provided for in Articles 23(2) and 23(3) of the Agreement, the payment dates for the purpose of this paragraph may be deferred by the duration of the pause.

2.3.3 The United Kingdom will make a further payment of £120m due within 10 days after the first 300 Relocated Individuals are transferred.

2.3.4 In addition to the above fixed payments in 2.3.1 and 2.3.3, the United Kingdom will pay £20,000 for each Relocated Individual transferred to Rwanda under the Agreement. Payment will be made in arrears quarterly based on the United Kingdom’s manifest list of proposed Relocated Individuals for each flight. The manifest list for each flight will be confirmed shortly after take-off as described in the process set out in the Operational Process Note Verbale, paragraph 4.4. Payment will be adjusted if Rwanda rescinds approval of a Relocated Individual after take-off but before arrival (ie before the Relocated Individual disembarks the steps of the plane) in accordance with the Operational Process Note Verbale.

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<sup>125</sup> Statement of Claim, paras. 82–85; Statement of Defence, para. 49.

2.3.5 Any overpayment will be returned to the United Kingdom as soon as identified.<sup>126</sup>

**A. POSITIONS OF THE PARTIES**

**1. Rwanda's Position**

114. In these proceedings, Rwanda claims that the United Kingdom has breached its obligations concerning financial arrangements in support of relocation under the 2024 Finance Agreement, namely the payment for the ETIF, or, in the alternative, Article 18 of the Asylum Partnership Agreement. Rwanda therefore seeks: (a) “declarations as to the UK’s indebtedness to Rwanda in respect of both the Year 2 and Year 3 sums and as to the UK’s breach of paragraph 2.3.2 for its failure to pay the Year 2 sum when due”; (b) “a declaration as to the UK’s breach of Article 18”; and (c) “an order that the UK pay Rwanda all outstanding sums”.<sup>127</sup>

**(a) Alleged breach of the 2024 Finance Agreement**

115. Rwanda claims that the United Kingdom has breached paragraph 2.3.2 of the 2024 Finance Agreement by failing to pay Rwanda £50 million within 10 days of 13 April 2025 (Year 2), and is under a further obligation to pay Rwanda a further £50 million within 10 days of 13 April 2026 (Year 3).<sup>128</sup> In particular, Rwanda contends that, although the United Kingdom invited Rwanda to forgo these payments, Rwanda did not agree to do so and, as such, the United Kingdom remained obligated to pay Rwanda under the 2024 Finance Agreement.<sup>129</sup>

*(i) Status of the November 2024 Notes Verbales*

116. Rwanda submits that the Parties never concluded a binding agreement to amend the United Kingdom’s obligations under the 2024 Finance Agreement.<sup>130</sup> This is because, “whatever the UK’s intentions in seeking to pressurise Rwanda to conclude a binding agreement to forgo substantial sums of money, Rwanda did not ultimately provide its consent”.<sup>131</sup> In this respect, Rwanda argues that the November 2024 Notes Verbales do not satisfy the conditions for a valid exchange of notes set down in Article 13(a) or Article 13(b) of the VCLT, as the United Kingdom is unable to establish on the text of the November 2024 Notes Verbales, the circumstances surrounding their exchange, or by the Parties’ subsequent conduct, either that the November 2024

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<sup>126</sup> C-22, 2024 Finance Note, paras. 2.3.1–2.3.5.

<sup>127</sup> Statement of Claim, para. 109. *See also* Tr. (Day 1), p. 137:1–25.

<sup>128</sup> Statement of Claim, para. 104(b); Reply, paras. 9–43.

<sup>129</sup> Statement of Claim, paras. 2(b), 101.

<sup>130</sup> Reply, para. 2.

<sup>131</sup> Reply, para. 11; Tr. (Day 3), p. 300:7–10.

Notes Verbales “reflect an identical position” or that Rwanda gave its consent to be bound by the United Kingdom’s “request”.<sup>132</sup>

117. Rwanda submits that a valid exchange of notes requires three elements to exist in both notes: first, language that the proposals are “acceptable” or “agreeable”;<sup>133</sup> second, language that the two notes constitute or place on record a joint understanding or agreement;<sup>134</sup> and third, language as to entry into force or effect.<sup>135</sup> On Rwanda’s case, the United Kingdom’s note verbale requested Rwanda to provide a form of confirmation required by settled practice for a binding Article 13(a) exchange, but Rwanda did not do so in the terms necessary to evidence an express consent to be bound.<sup>136</sup> In these circumstances, Rwanda says it is unnecessary to go to Article 13(b) of the VCLT, given that “it is clear that this exchange could have only worked as an Article 13(a) exchange”.<sup>137</sup> In any event, Rwanda submits that the “bar for Article 13(b) is unquestionably very high”,<sup>138</sup> and requires the careful examination of, among other things, “the context of any later agreement, of any subsequent applicative and interpretive practice of the preparatory work of the treaty as well as the circumstances relating to its conclusion”.<sup>139</sup>
118. First, Rwanda submits that the text of the November 2024 Notes Verbales supports the conclusion that the proposed amendments were non-binding.<sup>140</sup>
119. In its view, the November 2024 Notes Verbales do not satisfy the conditions for a binding agreement set out in Article 13 of the VCLT.<sup>141</sup> Specifically, Rwanda contends that, given its rejection of the United Kingdom’s proposal to include the language of “agreement”, the final note verbale of 13 November 2024 was issued without such terminology, and was instead characterised

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<sup>132</sup> Reply, para. 36; see **CLA-4**, *Obligation to Negotiate Access to the Pacific Ocean (Bolivia v. Chile)*, Judgment, 1 October 2018, 2018 ICJ Rep. 507, para. 117. See also Statement of Claim, paras. 79 *et seq.*, citing **CLA-3**, VCLT, art. 13; Reply, paras. 14–15.

<sup>133</sup> Tr. (Day 3), p. 288:11–18. Tr. (Day 3), p. 287:3–6 (“It is not sufficient for one instrument, the initiating instrument, whether a letter or Note Verbale, to provide for the effect of consent, both of them must do that”).

<sup>134</sup> Tr. (Day 3), p. 289:3–11, citing **CLA-4**, *Obligation to Negotiate Access to the Pacific Ocean (Bolivia v. Chile)*, Judgment, 1 October 2018, 2018 ICJ Rep. 507, para. 117.

<sup>135</sup> Tr. (Day 3), pp. 285:21–299:21.

<sup>136</sup> Tr. (Day 3), p. 300:4–6.

<sup>137</sup> Tr. (Day 3), pp. 299:25–300:4.

<sup>138</sup> Tr. (Day 1), p. 91:9–10.

<sup>139</sup> Tr. (Day 1), p. 91:3–8.

<sup>140</sup> Reply, paras. 17–21.

<sup>141</sup> Tr. (Day 3), pp. 289:22–291:22.

by the United Kingdom as “political”.<sup>142</sup> In this respect, Rwanda submits that the United Kingdom’s 13 November 2024 note verbale was not a legally binding agreement, but rather a “respectful[] request[]” that Rwanda “forgo any additional payments” under the ETIF, which was “supported” by a proposal.<sup>143</sup>

120. This, Rwanda states, is supported by the structure of the note verbale, which consisted of a note verbale with a “support[ing]” Technical Annex containing the UK’s “propos[als]”, which stands in contrast to the 2024 Finance Agreement, which contained numbered paragraphs integrated into the annex that “underpinned” a “diplomatic agreement”.<sup>144</sup> In Rwanda’s view, the Technical Annex “was not an integral part of this Note Verbale” and the “entire approach suggests a political approach and, at most, a technical annex that could have been the subject of some further discussions, but not something that even the initiating Note Verbale was putting on the table for agreement there”.<sup>145</sup> Thus, Rwanda submits that this separation between the United Kingdom’s note verbale and the “support[ing]” annex suggests that those proposals remained the subject of discussion and were not yet finalised.<sup>146</sup> This conclusion is reinforced by the reference in the Technical Annex to ongoing discussions “including financial arrangements related to termination”.<sup>147</sup>
121. Furthermore, Rwanda argues that its note verbale of 14 November 2024 “contains no language that evidences, first, Rwanda’s agreement to conclude either a binding or a non-binding instrument, and, second, that a date for the entry into force or coming into effect of the instrument was agreed upon by the parties”.<sup>148</sup> Rwanda submits that its note verbale of 14 November 2024 in response did not “agree” to the United Kingdom’s “proposal” or make any reference to a “joint understanding”, but “merely confirmed that the proposed arrangements were ‘acceptable’, that is,

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<sup>142</sup> Reply, para. 7(e), *referring to R-35*, E-mail from Grace Nyinawumuntu to Jennifer Stockill et al, “Re: Draft NVs for UK”, 12 November 2024; **R-36**, Attachment: “DRAFT Note Verbale (Rwanda inputs)”, 12 November 2024.

<sup>143</sup> Reply, para. 18, *referring to C-29*, United Kingdom’s Note Verbale 182/2024, 13 November 2024 (“the High Commission proposes the following”); Statement of Defence, para. 129.

<sup>144</sup> Reply, para. 19, *referring to R-29*, E-mail from Jennifer Stockill to Grace Nyinawumuntu et al, “Draft NVs for UK”, 6 November 2024; **R-30**, Attachment: “DRAFT Note Verbale”, 6 November 2024; **R-31**, Attachment: “DRAFT technical annex NV”, 6 November 2024.

<sup>145</sup> Tr. (Day 1), p. 70:17–25.

<sup>146</sup> Reply, para. 19.

<sup>147</sup> Reply, paras. 20, 33.

<sup>148</sup> Tr. (Day 3), pp. 289:22–290:2, 292:1–21 (“The clearest way for States to express consent is to say ‘shall constitute an agreement’, and both of them have to say that ... [b]ut the issue does not arise because Rwanda did not use that language or any other similar language in November”). *See also* Tr. (Day 1), p. 71:9–25.

‘capable of being accepted’”.<sup>149</sup> In support of its position, Rwanda relies on the ICJ judgment in the case *Bolivia v. Chile* asserting that the use of different language indicates willingness to enter into negotiations rather than acceptance to be bound by an obligation.<sup>150</sup> Rwanda submits that its response of 14 November 2024 is in contrast to Rwanda’s acceptance of the 2024 Finance Agreement, which provided that the agreement was “acceptable” and, critically, that Rwanda’s reply would “place on the record the understanding of our two Governments”, which would “come into effect” on the date of the reply.<sup>151</sup> Contrary to the United Kingdom’s position, Rwanda contends that the omitted words were not “superfluous” but rather “key language” that Rwanda was accustomed to using in its bilateral exchanges with the UK under the Asylum Partnership Agreement, which Rwanda chose neither to adopt nor to replace in its note verbale of 14 November 2024.<sup>152</sup>

122. Without language confirming Rwanda’s consent to be bound by the proposed agreement and to the agreement entering into force, Rwanda submits that all the United Kingdom received was a “political indication that the outlined arrangements could continue to be discussed”, but nothing more.<sup>153</sup> Accordingly, there is no indication “whether the so-called ‘amended agreement’ ever came into effect, because Rwanda did not say it is coming into effect”.<sup>154</sup> Moreover, Rwanda submits that the content of the “arrangements” referred to in the November 2024 Notes Verbales is not clear “through an objective reading of the exchange”, further indicating that there is “no concurrence of wills and no agreement”.<sup>155</sup>

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<sup>149</sup> Statement of Claim, para. 88(d); Tr. (Day 1), pp. 71:11–19, 100:13–101:12.

<sup>150</sup> Statement of Claim, paras. 80–81, *citing* **CLA-4**, *Obligation to Negotiate Access to the Pacific Ocean (Bolivia v. Chile)*, Judgment, 1 October 2018, 2018 ICJ Rep. 507, paras. 108, 116, 118; Tr. (Day 1), p. 89:5–17; Tr. (Day 3), pp. 292:22–293:7.

<sup>151</sup> Reply, paras. 21(a)–(b), *citing* **C-23**, Rwanda’s Note Verbale 051/09.16/North. E/24, 21 June 2024; **RLA-9**, *Territorial Dispute (Libyan Arab Jamahiriya/Chad)*, Judgment, 3 February 1994, 1994 ICJ Rep. 6, para. 42; Statement of Defence, para. 136(a).

<sup>152</sup> Reply, para. 21(c), *citing* Statement of Defence, para. 136(c); **CLA-19**, United Kingdom’s Foreign, Commonwealth and Development Office, ‘Treaties and Memoranda of Understanding (MOUs): Guidance on Practice and Procedures’, August 2025; **CLA-20**, J. Barrett and R. Beckman, *Handbook on Good Treaty Practice* (2020), Annexes III–IV, pp. 424–436; **CLA-21**, J. Hill, *Aust’s Modern Treaty Law and Practice* (4th ed., 2023), pp. 440–444, 480–485; **CLA-7**, O. Corten, P. Klein, V. Koutroulis and A. Lagerwell (eds.), *The Vienna Convention on the Law of Treaties: A Commentary*, (2nd ed., 2025), p. 280. *See also* Tr. (Day 1), pp. 89:22–90:8, 98:11–102:3.

<sup>153</sup> Tr. (Day 3), p. 313:16–21; Reply, para. 21(a).

<sup>154</sup> Tr. (Day 1), p. 99:21–24.

<sup>155</sup> Tr. (Day 1), p. 90:9–15.

123. Second, Rwanda argues that the circumstances surrounding the exchange of the November 2024 Notes Verbales reinforce its position.<sup>156</sup>
124. With respect to the context in which the November 2024 Notes Verbales were drafted, Rwanda emphasises that it had “invested significant funds in the implementation of the MEDP”<sup>157</sup> and the United Kingdom had undertaken to pay Rwanda £100 million in 2025 and 2026 under the 2024 Finance Agreement; it follows that “Rwanda would not give up that sum for no good reason” and “would wish to ensure that any replacement financial arrangements adequately took this into account”.<sup>158</sup> In Rwanda’s view, the United Kingdom’s focus on the fact that the relocation of individuals under the Agreement had fallen away overlooks this key benefit that Rwanda was promised.<sup>159</sup> Against this backdrop, Rwanda says its case is straightforward: “The United Kingdom may well have wished Rwanda to forgo significant sums of money ... but Rwanda ultimately chose not to provide its consent to the United Kingdom’s proposal”.<sup>160</sup> In this regard, Rwanda submits that “[e]ach party had a right of unilateral termination” and “Rwanda could not have stopped the United Kingdom from terminating”, yet, the United Kingdom did not do so because “the political gains of delaying termination were assessed to outweigh the legal risks”.<sup>161</sup> In Rwanda’s view, “whatever political calculus laid behind the United Kingdom’s decision not to terminate, the choice was entirely its own” and it “fell to the United Kingdom to weigh the political benefits of delay against the legal risks that delay entailed”.<sup>162</sup>
125. Additionally, Rwanda submits that the drafts of the 13 November 2024 note verbale were exchanged in a very different context to their final form. Specifically, Rwanda argues that the United Kingdom’s initial proposal was “precisely conditional” on the Parties concluding the diplomatic visa waiver agreement, such that the United Kingdom would extend DVA to Rwanda.<sup>163</sup> In Rwanda’s submission, the contemporaneous documents indicate the United

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<sup>156</sup> Reply, paras. 22–30.

<sup>157</sup> Statement of Claim, paras. 48–55.

<sup>158</sup> Reply, para. 23.

<sup>159</sup> Reply, para. 22(b).

<sup>160</sup> Tr. (Day 1), p. 17:8–13.

<sup>161</sup> Tr. (Day 3), pp. 279:15–280:14.

<sup>162</sup> Tr. (Day 3), p. 282:17–22. *See also* Tr. (Day 3), p. 280:11–14; Tr. (Day 1), p. 17:4–7.

<sup>163</sup> Reply, paras. 28–29, *referring to* **C-44**, E-mail from Olivier Nduhungirehe to Emmanuel Ugirashebuja et al, “Invitation to a meeting on the UK MEDP | Tomorrow at 11h30”, 9 October 2024 (in which Rwandan officials contemporaneously recorded that the termination of the ETIF payments was “in exchange for a diplomatic visa waiver agreement”); **R-15**, E-mail from Richard Williams to John Brocklehurst et al, “READOUT: Negotiations with the Government of Rwanda”, 3 October 2024 (in which United Kingdom officials described the issues as “inextricably interlinked”).

Kingdom “understood this was going to be a transactional process” and that the United Kingdom “had to offer something”; yet, “beyond the initial DVA offer, Rwanda was not offered anything”.<sup>164</sup> Rwanda states that this lack of internal certainty as to what Rwanda was being offered demonstrates that the “outcome was highly uncertain”,<sup>165</sup> and as such, the original drafts were abandoned in favour of a “political NV” with an accompanying Technical Annex.<sup>166</sup> Rwanda further asserts that there is “no version of common sense” in which Rwanda would give up its rights without receiving anything in return, elaborating that the forgoing of the payments was conditional upon the DVA conclusion.<sup>167</sup>

126. In any event, Rwanda argues that these were “merely” drafts, and the fact that the Parties may have intended the arrangement to be legally binding if agreed does not answer the relevant question for the Tribunal, which is “whether Rwanda in fact agreed to it”.<sup>168</sup> In this respect, Rwanda argues that the United Kingdom’s intention to remove its payment obligations, and its “repeated reference to its internal issues arising from its ‘legislative pressures’”, are merely illustrative of the pressure that the United Kingdom was seeking to apply on Rwanda, but does not indicate that Rwanda supplied its consent to be bound by the United Kingdom’s note verbale.<sup>169</sup> Rwanda submits that, as late as 30 October 2024, “the United Kingdom realised that nothing had been agreed”,<sup>170</sup> and that in this context, the “best characterisation of these Notes Verbales ... is that the United Kingdom ... was putting a lot of pressure to have something” and that Rwanda “was happy to continue to indicate that it was willing, at a political level, to consider an outline ... of potential arrangements”.<sup>171</sup>

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<sup>164</sup> Tr. (Day 3), pp. 284:1–4, 285:6–8, *referring to R-15*, E-mail from Richard Williams to John Brocklehurst et al, “READOUT: Negotiations with the Government of Rwanda”, 3 October 2024. *See also* Tr. (Day 1), p. 65:11–15; Tr. (Day 3), p. 283:9–15.

<sup>165</sup> Tr. (Day 3), p. 284:8–16.

<sup>166</sup> Reply, para. 28, *referring to R-29*, E-mail from Jennifer Stockill to Grace Nyinawumuntu et al, “Draft NVs for UK”, 6 November 2024; **R-30**, Attachment: “DRAFT Note Verbale”, 6 October 2024. *See also* Tr. (Day 1), pp. 67:6–18, 95:3–9.

<sup>167</sup> Tr. (Day 3), pp. 282:23–283:7.

<sup>168</sup> Reply, paras. 25–27.

<sup>169</sup> Reply, paras. 26–30.

<sup>170</sup> Tr. (Day 1), pp. 64:21–65:10.

<sup>171</sup> Tr. (Day 3), pp. 312:23–313:13.

127. Third, contrary to the United Kingdom’s submissions, Rwanda contends that the subsequent conduct by the Parties is neither “clear and consistent over a sustained period of time”, nor does it provide indications that the Parties intended to be legally bound.<sup>172</sup>
128. Rwanda considers that the fact that an official of the United Kingdom referred to the 13 November 2024 note verbale as having been “agreed and signed” and that the United Kingdom did not pass legislation to repeal the relevant domestic statute is, for the reasons outlined above, irrelevant to whether Rwanda expressed its consent to be bound to the “political NV”.<sup>173</sup> Rwanda submits that it was precisely the Parties’ failure to continue discussions on the financial arrangements relating to the termination of the Asylum Partnership Agreement that led Rwanda to state in its note verbale of 25 February 2025 that the arrangements set out in the Technical Annex were no longer “acceptable” to it.<sup>174</sup>
129. Rwanda submits that, contrary to the United Kingdom’s position, the use of the term “rescind” in Rwanda’s note verbale of 25 February 2025 does not imply that Rwanda considered the Technical Annex to be a legally binding amendment.<sup>175</sup> Rather, given that the term “rescind” may apply equally to non-legally binding agreements, political offers, and prior statements, its use in the present circumstances signifies only that Rwanda was no longer prepared to treat certain arrangements as capable of acceptance and was unwilling to continue negotiations on that basis.<sup>176</sup> In this respect, Rwanda notes that its note verbale of 25 February 2025 referred to “arrangements” in three different ways: (a) it referred to its note verbale of 14 November 2024, in which Rwanda “conveyed that the proposed arrangements ... were acceptable”; (b) it indicated that “the proposed arrangements, as *outlined* in the Technical Annex to note verbale 182/2024” were not acceptable to Rwanda; and (c) it stated that the Parties “remain bound by the arrangements as *contained* in the bilateral agreement”.<sup>177</sup> Rwanda submits that “none of these formulations gives the term ‘arrangements’ a clear and consistent meaning” and so does not resolve the ambiguities in the November 2024 Notes Verbales.<sup>178</sup> Furthermore, Rwanda emphasises that its note verbale only

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<sup>172</sup> Reply, para. 31, citing **RLA-34**, *Land and Maritime Delimitation and Sovereignty over Islands (Gabon/Equatorial Guinea)*, Judgment, 19 May 2025, 2025 ICJ Rep. 179, paras. 73, 83; Statement of Defence, para. 152.

<sup>173</sup> Reply, para. 32.

<sup>174</sup> Reply, para. 33, referring to **C-31**, Rwanda’s Note Verbale 1499/09.16/North. E/25, 25 February 2025.

<sup>175</sup> Reply, para. 34.

<sup>176</sup> Reply, para. 34.

<sup>177</sup> Tr. (Day 3), pp. 295:8–24, 299:5–13, referring to **C-31**, Rwanda’s Note Verbale 1499/09.16/North. E/25, 25 February 2025 (emphasis added).

<sup>178</sup> Tr. (Day 3), p. 296:2–6.

described the United Kingdom’s proposed arrangements as merely “outlined” in the November 2024 Notes Verbales, whereas, in contrast, when referring to the binding commitments already made in the 2024 Finance Agreement, it describes them as “contained”.<sup>179</sup> In Rwanda’s submission, this is consistent with the proposition that it was referring only to arrangements that had been outlined and remained on the table, and not a concluded or binding agreement already made between the Parties.<sup>180</sup>

130. Finally, Rwanda posits that, “if the November exchange had been binding, Rwanda could not have unilaterally rescinded it” in the manner alleged by the United Kingdom.<sup>181</sup> Accordingly, rather than evidencing consent to be bound through subsequent conduct, Rwanda submits that it is evidence “that Rwanda was reversing that which it knew it could reverse”.<sup>182</sup> It further submits that it “is entirely consistent with the political nature of the November Note[s] Verbale[s], as stated by the United Kingdom at the time, that in February [2025] Rwanda says what may have been acceptable in November in a political sense is no longer acceptable; we take that back; it is rescinded, withdrawn, revoked”.<sup>183</sup>
131. In the alternative, should the Tribunal find that the exchange of November 2024 Notes Verbales gives rise to a binding amendment agreement, Rwanda submits that its use of the word “acceptable”, without more, merely signalled its willingness to continue negotiations on the basis of the United Kingdom’s proposals in the Technical Annex, with paragraphs 1 and 2 thereof being interdependent.<sup>184</sup>

(ii) *Preclusion*

132. Rwanda contends that the United Kingdom’s alternative argument that Rwanda is precluded from enforcing the 2024 Finance Agreement is without merit.<sup>185</sup>
133. Rwanda argues in respect of preclusion that “the bar is very high”.<sup>186</sup>

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<sup>179</sup> Tr. (Day 3), pp. 299:7–13, 297:5–11.

<sup>180</sup> Tr. (Day 3), p. 299:14–21.

<sup>181</sup> Tr. (Day 3), pp. 297:22–298:9.

<sup>182</sup> Tr. (Day 3), p. 298:10–11; Tr. (Day 1), p. 75:2–8.

<sup>183</sup> Tr. (Day 1), p. 75:19–25.

<sup>184</sup> Reply, para. 37.

<sup>185</sup> Reply, para. 38; Tr. (Day 1), pp. 112:3–114:25.

<sup>186</sup> Tr. (Day 1), p. 114:16–17.

134. Rwanda notes that the doctrine of estoppel requires “clear and consistent acceptance”, such that if Rwanda’s language of “acceptance” of the United Kingdom’s 13 November 2024 note verbale is too ambiguous to give rise to a treaty obligation, it could not therefore possibly give rise to an estoppel.<sup>187</sup> Rwanda contends that “[t]he United Kingdom cannot point to anything that amounts to a clear and unequivocal representation. All the statements, even in the internal notes [ ]are all heavily caveated”.<sup>188</sup> Furthermore, Rwanda submits that the statement in its note verbale that the proposal was “acceptable” without anything further does not amount to a representation upon which the United Kingdom could have properly relied in the circumstances of this case.<sup>189</sup> Rwanda asserts that the United Kingdom “cannot prove reasonable reliance” in circumstances where it remained open to the United Kingdom to seek clarification from Rwanda or otherwise terminate the Agreement unilaterally.<sup>190</sup> In any event, throughout the negotiations of the text of the 13 November 2024 note verbale, Rwanda submits that it rejected the United Kingdom’s proposed terms on several occasions, which therefore “confirms that there was anything but clear and consistent acceptance”.<sup>191</sup> Rwanda also notes that the United Kingdom’s conduct after 13 November 2024, including Parliamentary procedures undertaken, were a result of its own internal political needs and does not demonstrate reliance.<sup>192</sup>

*(iii) Obligations under the Asylum Partnership Agreement*

135. Rwanda maintains that the United Kingdom’s termination of the Asylum Partnership Agreement has no bearing on its outstanding obligations under the 2024 Finance Agreement.<sup>193</sup> This is because, in accordance with Article 23(5) of the Asylum Partnership Agreement, termination of the Agreement, and thus of the 2024 Finance Agreement, takes effect only three months from the date of notification, that is, on 16 March 2026.<sup>194</sup> In this respect, Rwanda submits that the United Kingdom remains under an obligation to pay any amounts that are due and payable under the

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<sup>187</sup> Reply, para. 38. See also **RLA-7**, *Delimitation of the Maritime Boundary in the Gulf of Maine Area (Canada/United States)*, Judgment, 12 October 1984, 1984 ICJ Rep. 246, para. 145.

<sup>188</sup> Tr. (Day 3), p. 309:5–9.

<sup>189</sup> Tr. (Day 3), p. 309:10–16.

<sup>190</sup> Tr. (Day 3), p. 309:17–25.

<sup>191</sup> Reply, para. 38.

<sup>192</sup> Tr. (Day 1), pp. 113:24–114:15.

<sup>193</sup> Statement of Claim, para. 104(b).

<sup>194</sup> Statement of Claim, paras. 93(a)–(c), referring to **C-19**, Asylum Partnership Agreement, art. 23(5); **C-22**, 2024 Finance Note, para. 5.1.

2024 Finance Agreement prior to 16 March 2026,<sup>195</sup> that is, the £50 million tranches for Years 2 and 3, due on 13 April 2025 and 2026, respectively.<sup>196</sup>

136. Specifically, with respect to the Year 3 tranche, Rwanda rejects the United Kingdom’s position that a “Year” commences on 13 April, submitting instead that the term should bear its ordinary meaning of a calendar year, consistent with the definition in Article 1.1 of the 2024 Finance Agreement.<sup>197</sup> In this regard, “[t]he only meaning that the word can have is the year that begins 1 January and ends on 31 December”.<sup>198</sup> Furthermore, based on the fact that the word “subsequent year” is not capitalised, Rwanda concludes that it does not refer to “Year 3” which is a capitalised term.<sup>199</sup> On this basis, Rwanda maintains that the obligation crystallised on 1 January 2026 and payment fell due within 10 days of 13 April 2026, such that the fact that the payment date falls after the termination of the Agreement cannot extinguish that obligation.<sup>200</sup>
137. In further support of its position, Rwanda relies on paragraph 5.2 of the 2024 Finance Agreement, which provides that “[a]fter cessation of the Agreement, no payments of the Economic Transformation and Integration Fund will be payable for subsequent years”.<sup>201</sup> In Rwanda’s view, the “obvious implication” from paragraph 5.2 is that payments payable in the current year remain payable, otherwise, there would be no need to differentiate them from payments in subsequent years.<sup>202</sup>
138. Alternatively, Rwanda submits that it is entitled to a *pro rata* payment in respect of the Year 3 amount on the basis established under paragraph 5.3 of the 2024 Finance Agreement, reflecting the fact that the Agreement was terminated two and a half months into 2026, and on this basis claims the sum of £10.4 million.<sup>203</sup>

**(b) Alleged breach of Article 18 of the Asylum Partnership Agreement**

139. Rwanda submits that, even if the Tribunal were to conclude that the United Kingdom’s obligations to make the ETIF payments under the 2024 Finance Agreement were extinguished with binding

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<sup>195</sup> Statement of Claim, para. 93(c).

<sup>196</sup> Statement of Claim, para. 93(c).

<sup>197</sup> Reply, paras. 41–42.

<sup>198</sup> Tr. (Day 3), p. 310:3–9.

<sup>199</sup> Reply, paras. 41–42; Tr. (Day 3), p. 310:3–9.

<sup>200</sup> Reply, para. 41, *referring to C-22*, 2024 Finance Note, para. 1.1.

<sup>201</sup> Statement of Claim, para. 104(d), *referring to C-22*, 2024 Finance Note, para. 5.2. *See also* Reply, para. 42.

<sup>202</sup> Reply, para. 42.

<sup>203</sup> Statement of Claim, para. 93(e); *see C-22*, 2024 Finance Note, para. 5.3.

effect in November 2024, Article 18 of the Agreement nevertheless required the Parties to establish financial arrangements and to implement those arrangements in good faith.<sup>204</sup>

140. According to Rwanda, Article 18 of the Asylum Partnership Agreement contains two obligations: a procedural obligation on the Parties to “establish” financial arrangements, and a substantive obligation on the Parties to “implement” the financial arrangements, once made, in good faith.<sup>205</sup> In regard to the latter, Rwanda submits that, although an obligation to negotiate does not in itself imply an obligation to reach agreement, a treaty may impose an obligation to achieve a precise result or, alternatively, an obligation to conclude a subsequent agreement, requiring the pursuit of negotiations to that end.<sup>206</sup> In this respect, Rwanda submits that the Parties specifically characterised the financial arrangements under the 2024 Finance Agreement as confirming their “joint understanding of Article 18 of the Agreement” and, in doing so, “committed to an interpretation of Article 18 whereby the financial arrangements were an integral part of the obligation”.<sup>207</sup> Therefore, in Rwanda’s view, an obligation to achieve a specific outcome, in the present case the “making” of “arrangements”, is properly characterised as an obligation of result.<sup>208</sup>
141. In these circumstances, Rwanda argues that, should the November 2024 Notes Verbales be found to have effected a binding amendment of the 2024 Finance Agreement, the United Kingdom remained under an obligation pursuant to Article 18 of the Asylum Partnership Agreement to establish financial arrangements by engaging in constructive negotiations.<sup>209</sup> This is supported by the language of the November 2024 Notes Verbales, paragraph 2 of the Technical Annex which confirmed that the Parties would “continue to discuss financial arrangements related to termination ... so as to achieve agreement on these issues as soon as possible”.<sup>210</sup> Yet, as the United Kingdom recognises, there were no financial discussions in the months following the alleged termination of the arrangements in November 2024.<sup>211</sup> To the contrary, Rwanda argues that the United Kingdom clearly stated that it did not intend to honour the financial arrangements

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<sup>204</sup> Statement of Claim, para. 102; Reply, paras. 44–49; Tr. (Day 1), pp. 87:5–12, 107:2–109:5, 110:17–24.

<sup>205</sup> Statement of Claim, para. 97; Reply, para. 46.

<sup>206</sup> Statement of Claim, para. 97.

<sup>207</sup> Statement of Claim, para. 97(b)(i).

<sup>208</sup> Reply, para. 46. *See also* **CLA-13**, *Legality of the Threat or Use of Nuclear Weapons*, Advisory Opinion, 8 July 1996, 1996 (I) ICJ Rep. 226, para. 99; Statement of Defence, paras. 172–173.

<sup>209</sup> Reply, para. 48.

<sup>210</sup> Reply, para. 48, *referring to* **C-29**, United Kingdom’s Note Verbale 182/2024, 13 November 2024, Technical Annex, para. 2.

<sup>211</sup> Reply, para. 48, *citing* Statement of Defence, para. 152(b). *See also* Tr. (Day 1), p. 111:7–13.

agreed in the 2024 Finance Agreement and that it was not prepared to agree to any alternative financial arrangements.<sup>212</sup> Therefore, in Rwanda’s view, the United Kingdom’s failure to implement the arrangements that it made pursuant to Article 18 of the Agreement itself constitutes a breach of that provision.<sup>213</sup>

142. According to Rwanda, the United Kingdom has committed a further breach of Article 18 by failing to take any steps to implement the financial arrangements and achieve the result to which it was committed under the Agreement.<sup>214</sup> Specifically, Rwanda characterises the United Kingdom’s statements that there would be no further payment as a unilateral decision to “un-make” the arrangements, thereby breaching its obligation “to establish – and thus maintain” financial arrangements under Article 18.<sup>215</sup> This obligation to establish arrangements, Rwanda states, is more than a mere formality,<sup>216</sup> and requires the arrangements to have “substantive effect”.<sup>217</sup> While acknowledging that the Parties are at liberty to amend this obligation, Rwanda emphasises that its essential content must remain in place.<sup>218</sup> Accordingly, Rwanda contends that the retention of minor procedural obligations in the 2024 Finance Agreement does not suffice to discharge that requirement, contrary to the United Kingdom’s position.<sup>219</sup>

## 2. The United Kingdom’s Position

### (a) Alleged breach of the 2024 Finance Agreement

143. The United Kingdom’s position is that, in November 2024, the Parties entered into a binding agreement under international law amending the 2024 Finance Agreement so as to extinguish the United Kingdom’s obligation to make payments of £50 million in April 2025 and April 2026.<sup>220</sup> In the alternative, the United Kingdom submits that Rwanda is precluded from enforcing the

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<sup>212</sup> Statement of Claim, para. 103, *referring to C-32*, United Kingdom’s Note Verbale 032/2025, 6 March 2025; *C-34*, Letter from Daniel Hobbs to Clementine Mukeka, 1 April 2025; United Kingdom’s Response to the Notice of Arbitration, para. 10(c).

<sup>213</sup> Statement of Claim, para. 104(a).

<sup>214</sup> Statement of Claim, para. 104(b).

<sup>215</sup> Statement of Claim, para. 104(b).

<sup>216</sup> Reply, para. 49. *See CLA 22, Obligations of States in Respect of Climate Change*, 23 July 2025, Advisory Opinion, ICJ, para. 208.

<sup>217</sup> Reply, para. 49.

<sup>218</sup> Reply, para. 49.

<sup>219</sup> Reply, para. 49, *citing* Statement of Defence, para. 111. *See also* Tr. (Day 1), p. 111:14–22.

<sup>220</sup> Statement of Defence, paras. 10(b), 124(a).

United Kingdom's payment obligations, having represented that it would "forgo" future payments, upon which representation the United Kingdom reasonably relied to its detriment.<sup>221</sup>

144. At the outset, the United Kingdom submits that Rwanda "cannot genuinely be seeking to vindicate any supposed legal right through these claims", characterising the United Kingdom's diplomatic measures in response to Rwanda's alleged role in the conflict in the Democratic Republic of the Congo as the "real impetus" for the present arbitration.<sup>222</sup> In support of this position, the United Kingdom points to the fact that Rwanda issued its purported unilateral rescission of the November 2024 Notes Verbales on the same day that the United Kingdom announced the diplomatic measures it would impose on Rwanda in connection with the escalating conflict in the Democratic Republic of the Congo.<sup>223</sup>

(i) *Status of the November 2024 Notes Verbales*

145. According to the United Kingdom, Rwanda accepted its proposal to amend the 2024 Finance Agreement by way of its note verbale of 14 November 2024, with the consequence that the amendment recorded in the November 2024 Notes Verbales came into effect on that date.<sup>224</sup> Therefore, from 14 November 2024 onwards, the United Kingdom maintains that it has not been under any obligation to make any payments under paragraphs 2.3.1 and 2.3.2 of the 2024 Finance Agreement.<sup>225</sup>
146. The United Kingdom submits that, in determining whether States have, through the exchange of instruments, manifested their consent to be bound under Article 13(a) or Article 13(b) of the VCLT, it is relevant to consider "the text, the circumstances in which it had been drawn up and subsequent conduct".<sup>226</sup> The United Kingdom contends that, having regard to the text of the November 2024 Notes Verbales, the circumstances in which they were concluded, and the Parties' subsequent conduct, it is clear that the November 2024 Notes Verbales constituted a legally

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<sup>221</sup> Statement of Defence, para. 10(b).

<sup>222</sup> Statement of Defence, para. 11.

<sup>223</sup> Statement of Defence, para. 11, *referring to R-43*, United Kingdom Government, Press Release, "UK Statement on response to the situation in Eastern DRC", 25 February 2025. *See also C-31*, Rwanda's Note Verbale 1499/09.16/North. E/25, 25 February 2025.

<sup>224</sup> Statement of Defence, para. 129(d).

<sup>225</sup> Response to Notice of Arbitration, para. 10(c).

<sup>226</sup> Tr. (Day 3), p. 336:9–17.

binding agreement to terminate the United Kingdom’s ETIF payment obligations and to amend the 2024 Finance Agreement accordingly.<sup>227</sup>

147. First, the United Kingdom submits that the text of the November 2024 Notes Verbales “manifested the intention and consent of both Parties to be bound under international law”.<sup>228</sup>
148. The United Kingdom emphasises that the 2024 Finance Agreement expressly provided for amendment by written agreement of the Parties,<sup>229</sup> and submits that the November 2024 Notes Verbales constituted precisely such an agreement, extinguishing the United Kingdom’s obligation to make the 2025 and 2026 payments.<sup>230</sup> In support of this conclusion, the United Kingdom relies on the following: (a) in its note verbale of 13 November 2024, the United Kingdom “respectfully request[ed] that the Government of Rwanda forgo any additional payments under the Economic Transformation and Integration Fund”;<sup>231</sup> (b) the Technical Annex proposed that the 2024 Finance Agreement be “accordingly amended” such that “Rwanda acknowledges and agrees that the Economic Transformation and Integration Funds of £50 million due in April 2025 and April 2026 in accordance with paragraphs 2.3.1 and 2.3.2 of the Finance Note will not be paid”;<sup>232</sup> and (c) the Technical Annex expressly “propose[d]” that a reply from Rwanda that the proposals were acceptable to it would “record the understanding” of the Parties on this matter, which would “come into effect on the date of [Rwanda’s] reply”.<sup>233</sup>
149. In the United Kingdom’s view, the use of specific terms connoting a legal commitment, such as “agree” and “amended”,<sup>234</sup> and the reference to the Parties’ agreement coming “into effect on the date of [Rwanda’s] reply”, reinforces the conclusion that the November 2024 Notes Verbales

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<sup>227</sup> Statement of Defence, paras. 118–122, 127, 153; see **RLA-34**, *Land and Maritime Delimitation and Sovereignty over Islands (Gabon/Equatorial Guinea)*, Judgment, 19 May 2025, 2025 ICJ Rep. 179, para. 74; **CLA-5**, *Maritime Delimitation and Territorial Questions between Qatar and Bahrain (Qatar v. Bahrain)*, Jurisdiction and Admissibility Judgment, 1 July 1994, 1994 ICJ Rep. 112, para. 23; **RLA-6**, *Aegean Sea Continental Shelf (Greece v. Turkey)*, Judgment, 19 December 1978, 1978 ICJ Rep. 3, para. 96; **RLA-12**, *Kasikili/Sedudu Island (Botswana/Namibia)*, Judgment, 13 December 1999, 1999 ICJ Rep. 1045, paras. 67–68; **RLA-23**, *South China Sea Arbitration (Philippines v. China)*, Award on Jurisdiction and Admissibility, 29 October 2015, XXXIII RIAA 1, para. 213.

<sup>228</sup> Statement of Defence, paras. 128–138.

<sup>229</sup> Response to Notice of Arbitration, para. 10(a), referring to **C-22**, 2024 Finance Note, para. 3.1.

<sup>230</sup> Statement of Defence, para. 124(a); Response to Notice of Arbitration, para. 10; Tr. (Day 2), pp. 147:21–148:16.

<sup>231</sup> Statement of Defence, para. 129(b), citing **C-29**, United Kingdom’s Note Verbale 182/2024, 13 November 2024.

<sup>232</sup> Statement of Defence, paras. 129(b)–(c), referring to **C-29**, United Kingdom’s Note Verbale 182/2024, 13 November 2024, Technical Annex, para. 1.

<sup>233</sup> Statement of Defence, para. 129(d).

<sup>234</sup> Statement of Defence, paras. 120(a), 130.

would be binding.<sup>235</sup> The United Kingdom asserts that Rwanda’s responsive note verbale of 14 November 2024, stating that “the proposed arrangements are acceptable to the Government of the Republic of Rwanda”, manifested Rwanda’s consent to be bound under international law.<sup>236</sup> In the United Kingdom’s view, Rwanda “used precisely the word that in the Technical Annex the United Kingdom had invited it to” and “that was all that was needed to manifest Rwanda’s consent to the substantive proposals”.<sup>237</sup> As such, the terms of the November 2024 Notes Verbales “can only sensibly be read as inviting Rwanda to agree that the 2024 Finance Agreement would be formally amended”.<sup>238</sup> Conversely, the United Kingdom submits that nothing in the structure of its note verbale of 13 November 2024, or in the language of Rwanda’s reply, could be said to fall short of such a manifestation of consent.<sup>239</sup> In this regard, the United Kingdom submits that the specific use of the word “arrangements” in the November 2024 Notes Verbales refers to the binding financial arrangements established in the 2024 Finance Agreement, being the “arrangements” referred to in Article 18 of the Agreement. As such, it was clearly understood that “the United Kingdom was proposing an amendment to that June agreement which constituted the arrangements for the purposes of Article 18 of the treaty”.<sup>240</sup> In these circumstances, the United Kingdom submits that the “correct reading” of the November 2024 Notes Verbales “is that Rwanda was accepting the three numbered proposals made in the Technical Annex of the United Kingdom’s note and accepting the further proposal in the last paragraph of the Technical Annex that the reply by Rwanda bring the understanding of the two governments into effect on the date of that reply”.<sup>241</sup>

150. Second, the United Kingdom contends that the circumstances in which the November 2024 Notes Verbales were concluded demonstrates the Parties’ intention to conclude a binding agreement terminating the United Kingdom’s ETIF payment obligations and amending the 2024 Finance Agreement to that effect.<sup>242</sup>

151. Given that the Asylum Partnership Agreement and the 2024 Finance Agreement were binding treaties, the United Kingdom submits that it follows logically that any subsequent agreement

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<sup>235</sup> Statement of Defence, paras. 120(c), 130.

<sup>236</sup> Statement of Defence, para. 136.

<sup>237</sup> Tr. (Day 2), pp. 148:8–16, 206:16–22.

<sup>238</sup> Statement of Defence, para. 130.

<sup>239</sup> Statement of Defence, para. 136.

<sup>240</sup> Tr. (Day 3), pp. 339:23–340:5.

<sup>241</sup> Tr. (Day 3), p. 340:6–13.

<sup>242</sup> Statement of Defence, para. 140.

concerning payment obligations thereunder would likewise be binding.<sup>243</sup> Equally, in its view, it is “simple common sense that either by way of unilateral termination or some other agreement, those further payments were not going to be falling due”.<sup>244</sup> This is because: (a) Rwanda had already received payment of £270 million in ETIF payments from the United Kingdom; (b) only four individuals had been relocated from the United Kingdom to Rwanda pursuant to the Asylum Partnership Agreement; (c) the new government of the United Kingdom was clear that there would be no future relocations under the Asylum Partnership Agreement from the United Kingdom to Rwanda; (d) both Parties had a unilateral right to terminate the Asylum Partnership Agreement; and (e) in April of 2025, a further £50 million would fall due, and in April 2026, a further £50 million would fall due again.<sup>245</sup> Thus, given that the United Kingdom’s decision in July 2024 to cease the relocation of individuals had rendered the essential purpose of those payments obsolete, it was thus natural for the Parties to agree to terminate the ETIF payment obligations, and it was “entirely logical that obligations to make further ETIF payments would be terminated”.<sup>246</sup>

152. With respect to the specific circumstances of the conclusion of the November 2024 Notes Verbales, the United Kingdom submits that “it was Rwanda that proposed terms that made it explicit that there would be no further ETIF payments and that the 2024 Finance Note would be amended accordingly”.<sup>247</sup> The United Kingdom stresses that Rwanda removed a clause in the original draft of the 13 November 2024 note verbale that stated that the agreement “is not legally binding under ... international law”.<sup>248</sup> Significantly, the omission of this clause, and its deliberate removal by Rwanda, contrasts with previous agreements that were not intended to have binding international legal effect, in which the Parties had included a provision making that explicit.<sup>249</sup>
153. Furthermore, the United Kingdom notes that the termination of the obligation to make ETIF payments was a core focus of the Parties’ exchanges throughout this period in the lead-up to the

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<sup>243</sup> Statement of Defence, para. 139(b).

<sup>244</sup> Tr. (Day 2), p. 165:6–10.

<sup>245</sup> Tr. (Day 2), pp. 164:6–165:10.

<sup>246</sup> Statement of Defence, para. 139(b); Tr. (Day 2), p. 165:15–19.

<sup>247</sup> Tr. (Day 2), p. 195:14–17.

<sup>248</sup> Statement of Defence, para. 141, *referring to R-19*, Attachment: “NV re finances for termination RW comments”, 11 October 2024; **R-18**, E-mail from David Rinnert to Clementine Mukeka et al, “For GoR comments following Ministerial call last night: Draft Finance NV”, 11 October 2024. *See also* Tr. (Day 2), p. 195:10–24.

<sup>249</sup> Statement of Defence, paras. 142, 143(c), *referring to C-9*, MoU, para. 1.6; **C-10**, 2022 Finance Arrangement, para. 1.7.

November 2024 Notes Verbales.<sup>250</sup> Specifically, the United Kingdom states that it repeatedly made clear to Rwanda that it intended to terminate the ETIF payment obligations before the next payment fell due, and that, in the absence of such an agreement, it would accelerate its domestic legislative agenda to terminate the Asylum Partnership Agreement as a whole in order to achieve the same end.<sup>251</sup> Accordingly, contrary to Rwanda’s position, an in-principle, non-binding, or otherwise conditional agreement subject to negotiation of a wider “termination package” evidently would have been insufficient,<sup>252</sup> and inconsistent with the Parties’ terminology and overall approach.<sup>253</sup> Moreover, contrary to Rwanda’s position, “what was being described as a ‘short political NV’ was intended by both parties to be part of one coherent whole, with the Technical Annex supporting it, and ... this single agreement was intended by both parties to generate legal obligations”.<sup>254</sup> As such, contrary to Rwanda’s submissions, “[a]lthough diplomatic visa arrangements were raised early in the negotiations, this was always on the basis that the UK would not be in a position to extend such arrangements until the spring of 2025, and that the termination of ETIF payment obligations would be agreed independently of any such extension”.<sup>255</sup> In this regard, the United Kingdom submits that “there was no interdependency or

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<sup>250</sup> Statement of Defence, para. 144; Tr. (Day 2), p. 195:5–17.

<sup>251</sup> Statement of Defence, paras. 144, 152(b), *referring to R-15*, E-mail from Richard Williams to John Brocklehurst et al, “READOUT: Negotiations with the Government of Rwanda”, 3 October 2024; **R-16**, E-mail from Richard Williams to Simon Ridley et al, “READOUT: Home Secretary / Minister Nduhungirehe (GoR) bilat”, 10 October 2024; **R-28**, E-mail from Kristian Armstrong to Clementine Mukeka, “Closing off the Note Verbale”, 30 October 2024 (*referring to* “legislative pressures here in the UK”); **R-34**, E-mail from Jennifer Stockill to Alison Thorpe et al, “Readout: meeting with Rwandan Foreign Minister”, 7 November 2024, para. 1; **R-29**, E-mail from Jennifer Stockill to Grace Nyinawumuntu et al, “Draft NVs for UK”, 6 November 2024 (*referring to* the “urgency to get this concluded due to the UK legislative timetable” and “the things we need covered for our legislative process”); **R-32**, E-mails between Jennifer Stockill, Isabelle Umugwaneza et al, “RE: Draft NVs for UK”, 6–7 November 2024 (stating that “there is a lot of pressure on our side due to the UK legislative timetable”). *See also* Tr. (Day 2), p. 223:7–17.

<sup>252</sup> Statement of Defence, paras. 145, 150.

<sup>253</sup> Statement of Defence, paras. 149–150, *referring to R-18*, E-mail from David Rinnert to Clementine Mukeka et al, “For GoR comments following Ministerial call last night: Draft Finance NV”, 11 October 2024; **R-26**, E-mail from Alison Thorpe to Grace Nyinawumuntu et al, “annotated NV”, 22 October 2024; **R-33**, E-mails between Jennifer Stockill, Grace Nyinawumuntu et al, “RE: Draft NVs for UK”, 6–12 November 2024; **R-24**, E-mail from David Rinnert to Grace Nyinawumuntu et al, “RE: For GoR comments following Ministerial call last night: Draft Finance NV”, 16 October 2024; **R-28**, E-mail from Kristian Armstrong to Clementine Mukeka, “Closing off the Note Verbale”, 30 October 2024; **R-37**, E-mail from British High Commission Kigali to MINAFFET, “NV 182/2024 Financial arrangements ahead of MEDP Treaty termination”, 13 November 2024; **R-32**, E-mails between Jennifer Stockill, Isabelle Umugwaneza et al, “RE: Draft NVs for UK”, 6–7 November 2024; **R-38**, E-mail from MINAFFET to British High Commission Kigali, “Confirmation of the Government of Rwanda to the Proposed arrangements”, 14 November 2024. *See also* Tr. (Day 2), p. 195:10–17.

<sup>254</sup> Tr. (Day 2), p. 149:20–25.

<sup>255</sup> Tr. (Day 2), p. 150:6–12.

conditionality between them”<sup>256</sup> and that “[n]ot a single draft of the November Notes Verbales produced by either side said anything about diplomatic visa arrangements”.<sup>257</sup>

154. Third, the United Kingdom submits that the Parties’ conduct subsequent to the November 2024 Notes Verbales confirms their binding status under international law.<sup>258</sup>
155. In this regard, the United Kingdom observes that following the conclusion of the November 2024 Notes Verbales, the ETIF payment obligations formed no part of the Parties’ subsequent discussions, and that the Parties took no further steps toward removing those obligations before the next payment would have fallen due under the unamended 2024 Finance Agreement.<sup>259</sup> This, in the United Kingdom’s view, demonstrates that the Parties did not consider such steps necessary because the November 2024 Notes Verbales had already extinguished the ETIF payment obligations, rather than merely placing them “on the table” for further discussion.<sup>260</sup>
156. The United Kingdom further highlights that, in its note verbale of 25 February 2025, Rwanda informed the United Kingdom that the proposed arrangements to forgo any additional payments under the ETIF—which had previously been “acceptable” to it—were “not acceptable”, and that, “as a result”, the “previous arrangements” were “hereby rescinded”.<sup>261</sup> For the United Kingdom, the use of the formal legal terminology of “rescission”, coupled with the absence of any suggestion by Rwanda at the time that the November 2024 Notes Verbales were non-binding or formed part of a package still to be negotiated, makes clear that the November 2024 Notes Verbales were regarded by both Parties as having binding effect.<sup>262</sup> Specifically, in the United Kingdom’s view, Rwanda’s note verbale of 25 February 2025 “is very clear subsequent conduct confirming two things”: first, “that the proposed arrangements that Rwanda’s note of 14 November had accepted were the proposed arrangements contained in the Technical Annex”; and second, “that Rwanda regarded that acceptance as legally binding”.<sup>263</sup>

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<sup>256</sup> Tr. (Day 2), p. 203:4–7.

<sup>257</sup> Tr. (Day 2), p. 150:13–15.

<sup>258</sup> Statement of Defence, para. 152.

<sup>259</sup> Statement of Defence, paras. 152(a)–(b).

<sup>260</sup> Statement of Defence, para. 152(b).

<sup>261</sup> Statement of Defence, para. 152(c); *referring to* **R-40**, Communication via WhatsApp from Jennifer Stockill to Grace Nyinawumuntu, 16 January 2025; **R-41**, Communications via WhatsApp between Jennifer Stockill and Grace Nyinawumuntu, 20 January 2025; **R-42**, E-mail from Jennifer Stockill to Christella Akoguteta, “Reporting on migration partnership spending”, 11 February 2025.

<sup>262</sup> Statement of Defence, paras. 152(c)–(d).

<sup>263</sup> Tr. (Day 2), pp. 218:25–219:9.

157. For the foregoing reasons, the United Kingdom submits that the November 2024 Notes Verbales extinguished its obligation to make further ETIF payments and, therefore, it was not obliged to pay Rwanda £50 million within 10 days of 13 April 2025 or 13 April 2026, and that its failure to do so accordingly constitutes no violation of paragraph 2.3.2 or any other provision of the 2024 Finance Agreement.<sup>264</sup>

(ii) *Preclusion*

158. In the alternative, if the Tribunal were to find that the 2024 Finance Agreement was not amended to remove the obligation on the United Kingdom to make further ETIF payments, the United Kingdom submits that Rwanda would nevertheless be precluded from enforcing any such obligation.<sup>265</sup> This is because, in its note verbale dated 14 November 2024, Rwanda accepted the United Kingdom’s request for Rwanda to “forgo any additional payments” under the ETIF and, as such, represented through its language<sup>266</sup> and its conduct<sup>267</sup> that the amendment recorded in the November 2024 Notes Verbales came into effect on that date.<sup>268</sup>

159. According to the United Kingdom, it was entitled to rely, and did rely, on Rwanda’s objective representation that forgoing any additional ETIF payments was acceptable to it, such that Rwanda is precluded from now insisting on their payment, regardless of its subjective intent.<sup>269</sup> Specifically, the United Kingdom submits that it “reasonably relied” on Rwanda’s representation by refraining from exercising its right to terminate the Asylum Partnership Agreement unilaterally, and with it the 2024 Finance Agreement and its payment obligations, before the ETIF

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<sup>264</sup> Statement of Defence, paras. 158–159.

<sup>265</sup> Statement of Defence, paras. 155–157. *See also* **CLA-9**, *North Sea Continental Shelf (Federal Republic of Germany/Denmark)*, Judgment, 20 February 1969, 1969 ICJ Rep. 3, para. 30; **RLA-7**, *Delimitation of the Maritime Boundary in the Gulf of Maine Area (Canada/United States)*, Judgment, 12 October 1984, 1984 ICJ Rep. 246, para. 145; **RLA-11**, *Land and Maritime Boundary between Cameroon and Nigeria (Cameroon v. Nigeria)*, Preliminary Objections Judgment, 11 June 1998, 1998 ICJ Rep. 275, para. 57; **RLA-17**, *Case Concerning Sovereignty over Pedra Branca/Pulau Batu Puteh, Middle Rocks and South Ledge (Malaysia/Singapore)*, Judgment, 23 May 2008, 2008 ICJ Rep. 12, para. 228; **RLA-5**, *Case Concerning the Temple of Preah Vihear (Cambodia v. Thailand)*, Merits Judgment, 15 June 1962, 1962 ICJ Rep. 6, pp. 63–64 (Separate Opinion of Sir Gerald Fitzmaurice). *See also* Tr. (Day 2), pp. 220:19–225:6.

<sup>266</sup> Statement of Defence, para. 155(a), *referring to* **C-30**, Rwanda’s Note Verbale 8520/09.16/North. E/24, 14 November 2024 (“the proposed arrangements are acceptable”); **R-38**, E-mail from MINAFFET to British High Commission Kigali, “Confirmation of the Government of Rwanda to the Proposed arrangements”, 14 November 2024.

<sup>267</sup> Statement of Defence, para. 155(a), *referring to* **R-39**, E-mail from Kristian Armstrong to Clementine Mukeka et al, “RE: Closing off the Note Verbale”, 15 November 2024.

<sup>268</sup> Statement of Defence, para. 155(a).

<sup>269</sup> Statement of Defence, para. 156; *see* **RLA-7**, *Delimitation of the Maritime Boundary in the Gulf of Maine Area (Canada/United States)*, Judgment, 12 October 1984, 1984 ICJ Rep. 246, para. 130; **RLA-4**, *Case Concerning the Temple of Preah Vihear (Cambodia v. Thailand)*, Merits Judgment, 15 June 1962, 1962 ICJ Rep. 6, p. 42 (Separate Opinion of Vice-President Alfaro).

payment for Year 2 fell due.<sup>270</sup> Specifically, “[o]nce the United Kingdom legitimately relied on the conclusion that those negotiations had reached, as Rwanda knew it was doing and allowed it to do, good faith requires Rwanda to be precluded from departing from its representation that it would forego any further ETIF payments”.<sup>271</sup>

(iii) *Obligations under the Asylum Partnership Agreement*

160. In the alternative, the United Kingdom submits that it is not obliged to make payment for Year 3 within ten days of 13 April 2026, given that the 2024 Finance Agreement would no longer be in force as at that date.<sup>272</sup>
161. The United Kingdom recalls that it gave notification of termination of the Asylum Partnership Agreement on 16 December 2025, as a result of which the Agreement terminated on 16 March 2026, thereby releasing the Parties from any further obligation to perform thereunder.<sup>273</sup> In this regard, the United Kingdom highlights that paragraph 5.2 of the 2024 Finance Agreement expressly provides that “[a]fter cessation of the Agreement, no payments of the Economic Transformation and Integration Fund will be payable for subsequent years”.<sup>274</sup>
162. Contrary to Rwanda’s position, the United Kingdom submits that each of “Year 1”, “Year 2” and “Year 3”—as referred to in paragraphs 2.3.1 and 2.3.2 of the 2024 Finance Agreement—commences on 13 April, not 1 January.<sup>275</sup> This conclusion, according to the United Kingdom, is the due date of payments being “within 10 days of 13 April”, and the continuity of the 2024 Finance Agreement with the preceding 2022 Finance Arrangement, which shared the exact same annual cycle that was aligned with the overall term of the financial arrangements proposed in the

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<sup>270</sup> Statement of Defence, para. 155(b). *See also* Statement of Defence, paras. 59(c), 60–61, 70–72, 74, 144; **R-15**, E-mail from Richard Williams to John Brocklehurst et al, “READOUT: Negotiations with the Government of Rwanda”, 3 October 2024; **R-16**, E-mail from Richard Williams to Simon Ridley et al, “READOUT: Home Secretary / Minister Nduhungirehe (GoR) bilat”, 10 October 2024; **R-17**, E-mail from Charlotte Murfin to Emily Dunn et al, “[O-S] Update on SoRA repeal”, 11 October 2024; **R-28**, E-mail from Kristian Armstrong to Clementine Mukeka, “Closing off the Note Verbale”, 30 October 2024; **R-34**, E-mail from Jennifer Stockill to Alison Thorpe et al, “Readout: meeting with Rwandan Foreign Minister”, 7 November 2024, para. 1; **R-29**, E-mail from Jennifer Stockill to Grace Nyinawumuntu et al, “Draft NVs for UK”, 6 November 2024; **R-32**, E-mails between Jennifer Stockill, Isabelle Umugwaneza et al, “RE: Draft NVs for UK”, 6–7 November 2024. *See also* Tr. (Day 2), p. 222:2–9.

<sup>271</sup> Tr. (Day 2), p. 224:13–20.

<sup>272</sup> Statement of Defence, paras. 159–168.

<sup>273</sup> Statement of Defence, paras. 161, 166(a), *referring to* **C-19**, Asylum Partnership Agreement, art. 23(5); **CLA-3**, VCLT, art. 70(1)(a).

<sup>274</sup> Statement of Defence, paras. 161, 166(b), *referring to* **C-22**, 2024 Finance Note, para. 5.2. Tr. (Day 2), p. 225:14–23.

<sup>275</sup> Statement of Defence, para. 164; Tr. (Day 2), pp. 225:24–226:11.

2024 Finance Agreement.<sup>276</sup> For the United Kingdom, the fact that a “year” is defined as “a full calendar year” in the 2024 Finance Agreement does not mean that any “year” as referenced in the Agreement must also start on 1 January and end on 31 December.<sup>277</sup> By analogy, the United Kingdom submits that although the Agreement defines “Month” as a calendar month, the period of “three months from the date of notification” of termination, notification having been given on 16 December 2025, is to be understood as expiring on 16 March 2026, rather than on 1 March 2026.<sup>278</sup>

163. Finally, as regards Rwanda’s alternative claim for £10.4 million on a *pro rata* basis pursuant to paragraph 5.3 of the 2024 Finance Agreement, the United Kingdom submits that this provision is only engaged where the Agreement is terminated by Rwanda, and thus has no application in the present case.<sup>279</sup>

**(b) Alleged breach of Article 18 of the Asylum Partnership Agreement**

164. The United Kingdom does not dispute that Article 18 of the Agreement required the Parties “to enter into negotiations and to pursue them in good faith” and “to negotiate specifically with a view to achieving the stated objective namely, to make financial arrangements in support of the relocation of individuals under the Agreement”.<sup>280</sup> However, contrary to Rwanda’s position, the United Kingdom contends that Article 18 did not, and could not, create an obligation of result in circumstances where the terms of any arrangements had not been prescribed and agreement between the Parties was therefore not assured, nor could it confer a “continuing obligation to engage in constructive negotiations concerning financial arrangements”.<sup>281</sup> In any event, the United Kingdom is of the view that the issue is immaterial, as the Parties fulfilled their obligation by concluding the 2024 Finance Agreement, which expressly referred to Article 18 of the Agreement.<sup>282</sup>

165. The United Kingdom observes that the 2024 Finance Agreement contained its own separate amendment procedure, distinct from that applicable under the Asylum Partnership Agreement,

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<sup>276</sup> Statement of Defence, para. 164.

<sup>277</sup> Statement of Defence, paras. 164(e)–(f).

<sup>278</sup> Statement of Defence, paras. 164(e)–(f), *referring to C-19*, Asylum Partnership Agreement, art. 1(1)(i).

<sup>279</sup> Statement of Defence, para. 167, *citing* Statement of Claim, para. 93(e); **C-22**, 2024 Finance Note, para. 5.3 (“The United Kingdom reserves the right to request reimbursement *pro rata* (monthly) in respect of the Economic Transformation and Integration Funds in the year in which Rwanda seeks the cessation of the Agreement”).

<sup>280</sup> Statement of Defence, paras. 103(a)–(b).

<sup>281</sup> Statement of Defence, para. 103(c); Tr. (Day 2), pp. 230:22–232:5.

<sup>282</sup> Statement of Defence, paras. 103(c), 104.

which itself reflects that the performance and modification of arrangements once made falls to be governed by the instrument establishing those arrangements rather than by Article 18.<sup>283</sup> Accordingly, the United Kingdom contends that, contrary to Rwanda’s assertion that the financial arrangements were an integral part of the obligation under Article 18, that provision imposed no obligation to implement the 2024 Finance Agreement, and the United Kingdom could not therefore be in breach of Article 18 on the basis of an alleged breach of that instrument.<sup>284</sup> In any event, the United Kingdom submits that the obligations under the 2024 Finance Agreement were amended in accordance with the procedure expressly provided for therein.<sup>285</sup>

166. Furthermore, the United Kingdom submits that there is “no reason why the United Kingdom would have been under an obligation to negotiate any further” given that the obligation under Article 18 of the Agreement “was to make financial arrangements” and that “[t]he parties did that and thus discharged that obligation”.<sup>286</sup> In any event, even if the United Kingdom was required to negotiate further, “Rwanda has come not close to establishing a breach of that obligation, if there were to be one persisting”.<sup>287</sup>
167. Finally, the United Kingdom submits that the Asylum Partnership Agreement imposes no obligation to “maintain” financial arrangements concluded under Article 18.<sup>288</sup> On the contrary, the 2024 Finance Agreement expressly provided for its own amendment, and the Parties availed themselves of that provision by concluding an agreement that, among other things, terminated certain of the United Kingdom’s future payment obligations.<sup>289</sup> The United Kingdom further notes that the 2024 Finance Agreement continued to impose obligations on both Parties following that amendment, including Rwanda’s obligation to return overpayments and to provide a detailed report on its expenditure of the £20 million advance for operational costs.<sup>290</sup> In light of the foregoing, the United Kingdom submits that, even if Article 18 were to impose an obligation to maintain financial arrangements, Rwanda’s assertion that the United Kingdom failed to do so is without factual foundation.<sup>291</sup>

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<sup>283</sup> Statement of Defence, para. 109, *referring to C-22*, 2024 Finance Note, para. 3.1.

<sup>284</sup> Statement of Defence, para. 108.

<sup>285</sup> Statement of Defence, para. 109, *referring to C-22*, 2024 Finance Note, para. 3.1.

<sup>286</sup> Tr. (Day 2), pp. 231:25–232:5.

<sup>287</sup> Tr. (Day 2), p. 232:6–21.

<sup>288</sup> Statement of Defence, para. 111, *referring to* Statement of Claim, para. 104(b).

<sup>289</sup> Statement of Defence, para. 111, *referring to C-22*, 2024 Finance Note, para. 3.1.

<sup>290</sup> Statement of Defence, para. 111, *referring to C-22*, 2024 Finance Note, paras. 2.4.6, 4.1.

<sup>291</sup> Statement of Defence, para. 111.

**B. ANALYSIS OF THE TRIBUNAL**

168. Rwanda claims that the United Kingdom breached its obligation under the 2024 Finance Note by failing to pay it £50 million which was due within 10 days of 13 April 2025 and a further £50 million which was due within 10 days of 13 April 2026 in accordance with paragraphs 2.3.1 and 2.3.2 of the 2024 Finance Note.<sup>292</sup>
169. The United Kingdom denies that it breached its obligations because in its view “in November 2024 the Parties entered into a binding agreement to amend the 2024 Finance Agreement” and “[t]hey agreed that the United Kingdom would not be obliged to make certain future payments”.<sup>293</sup>
170. Rwanda for its part submits that the 2024 Finance Note had not been amended because no binding agreement on amending the 2024 Finance Agreement was reached when the United Kingdom’s High Commission in Rwanda sent a note verbale on 13 November 2024 to MINAFFET and the latter replied by its note verbale, dated 14 November 2024.<sup>294</sup>
171. The 2024 Finance Agreement envisaged the possibility of its amendment. In paragraph 3.1, it provides that “[a]mendment ... may only be made upon written agreement between the Parties to the Agreement”.
172. The Tribunal has to determine whether in the November 2024 exchange of diplomatic notes the Parties agreed to amend the 2024 Finance Agreement, specifically, its paragraphs 2.3.1 and 2.3.2, such that the United Kingdom was not obligated to make future payments pursuant to those paragraphs.
173. The Tribunal notes that under international law an agreement between States may be embodied in two or more related instruments irrespective of their particular designation. It is common practice for States to enter into agreements through the exchange of diplomatic notes. What is decisive is the indication of the Parties, that they express consent to be bound, that this was their intention. This is confirmed by Article 13 of the VCLT which is entitled “Consent to be bound by a treaty expressed by an exchange of instruments constituting a treaty”. According to that provision “[t]he consent of States to be bound by a treaty constituted by instruments exchanged between them is expressed by that exchange when: (a) the instruments provide that their exchange

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<sup>292</sup> Rwanda’s Final Submissions, paras. 1(a), (b), (c). *See* para. 115 above.

<sup>293</sup> Statement of Defence, para. 5.

<sup>294</sup> *Referring to R-37*, E-mail from British High Commission Kigali to MINAFFET, “NV 182/2024 Financial arrangements ahead of MEDP Treaty termination”, 13 November 2024; *C-30*, Rwanda’s Note Verbale 8520/09.16/North. E/24, 14 November 2024.

shall have that effect; or (b) it is otherwise established that those States were agreed that the exchange of instruments should have that effect”.

174. The Tribunal further notes that the law of treaties does not prescribe any particular formal requirements for instruments by the exchange of which a treaty may be concluded. What is decisive is the intention of the Parties when they have exchanged such instruments.
175. While the Technical Annex to the note verbale, sent on 13 November 2024 by the United Kingdom High Commission, expressly stated that “this Note and your reply to that effect will place on the record the understanding of our two Governments in this matter, which will come into effect on the date of your reply”, Rwanda’s MINAFFET in its note verbale, sent on 14 November 2024 in reply, “confirm[ed] that the proposed arrangements [were] acceptable to the Government of the Republic of Rwanda”.<sup>295</sup> Rwanda’s note verbale of 14 November 2024 does not however expressly provide that the exchange of the notes shall have the effect of placing on the record the understanding of the two Governments in this matter nor does it provide for a date of entry into effect. The Tribunal therefore cannot conclude that the text of these two notes, taken alone, suffices to establish unambiguously that the exchange has the effect of constituting an agreement between the Parties, as envisaged in Article 13(1)(a) of the VCLT. This however cannot be the end of the inquiry.
176. According to Article 13(1)(b) of the VCLT, the Parties’ intention to be bound can be established “otherwise”. In the view of the Tribunal, in considering this issue, it is necessary to take into account the circumstances relating to the exchange of notes, in particular the discussions between the Parties and the exchanges of various drafts in the preparation of which both of them were actively involved, as well as their subsequent conduct.
177. Following a general election, held in the United Kingdom on 4 July 2024, which led to a change of Government, the new Prime Minister stated to journalists that the Rwanda deportation scheme was “dead and buried”.<sup>296</sup> It had earlier been stated, in the Labour Party election manifesto of 2024, that the “wasteful Migration and Economic Development partnership with Rwanda” would be terminated.<sup>297</sup>

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<sup>295</sup> See **C-29**, United Kingdom’s Note Verbale 182/2024, 13 November 2024, Technical Annex; **C-30**, Rwanda’s Note Verbale 8520/09.16/North. E/24, 14 November 2024.

<sup>296</sup> **C-25**, BBC News, “Starmer confirms Rwanda deportation plan ‘dead’”, 6 July 2024.

<sup>297</sup> **R-10**, Labour Party, “Change: Labour Party Manifesto 2024”, p. 17.

178. On 8 July 2024, the United Kingdom officially informed Rwanda that “[t]he UK Government will be considering the issue of formal termination of the treaty under Article 23 in due course”.<sup>298</sup> In the same diplomatic note, it requested a meeting between the British High Commissioner and Rwanda’s Foreign Minister, “to discuss next steps”. In the covering e-mail transmitting the note verbale, the British High Commissioner indicated that in his understanding, the United Kingdom Home Secretary would be requesting a call with Rwanda’s Minister and that he would update MINAFFET in that regard as soon as possible.<sup>299</sup>
179. The telephone call between the United Kingdom Home Secretary and Rwanda’s Foreign Minister took place on 10 October 2024.
180. That telephone call was preceded by two meetings. According to the United Kingdom’s meeting readout dated 3 October 2024, it appeared that the issues of the ETIF payment due in April 2025 and the DVA/airside transit visa waivers were “inextricably interlinked”.<sup>300</sup> The second meeting took place on 8 October 2024 between the British High Commissioner and the Director General of Europe, American & International Organisations in Rwanda’s Foreign Ministry. The Director General was informed about the matters the United Kingdom Home Secretary wished to raise in the telephone call with MINAFFET. According to an e-mail which the Director General sent after the meeting to MINAFFET, the United Kingdom Home Secretary wished to negotiate a diplomatic waiver agreement with Rwanda and that Rwanda in return would not seek any future payments under the 2024 Finance Agreement. As was explained, this arrangement would give the United Kingdom Home Secretary more time to introduce the legal process required to repeal the Safety of Rwanda Act as a step in the termination of the Asylum Partnership Agreement.<sup>301</sup>
181. From comparing the internal notes on the telephone conversation between the United Kingdom Home Secretary and Rwanda’s Foreign Minister, prepared the same day by the United Kingdom and Rwandan officials,<sup>302</sup> it appears that the United Kingdom Home Secretary reiterated the United Kingdom’s request for a commitment by Rwanda not to seek the payment due in April

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<sup>298</sup> **C-28**, United Kingdom’s Note Verbale 111/2024, 8 July 2024.

<sup>299</sup> **R-12**, E-mail from Clementine Mukeka to Omar Daair et al, “RE: NV on MEDP”, 9 July 2024.

<sup>300</sup> **R-15**, E-mail from Richard Williams to John Brocklehurst et al, “READOUT: Negotiations with the Government of Rwanda”, 3 October 2024. This was a meeting between officials of the United Kingdom Home Office and representatives of the Rwandan Government.

<sup>301</sup> **C-43**, E-mail from Grace Nyinawumuntu to Olivier Nduhungirehe et al, “Report of the meeting with the UK HC”, 8 October 2024.

<sup>302</sup> **R-16**, E-mail from Richard Williams to Simon Ridley et al, “READOUT: Home Secretary / Minister Nduhungirehe (GoR) bilat”, 10 October 2024; **C-42**, Rwandan Government, “Report: Phone call with the UK Home Secretary”, 10 October 2024.

2025. The Foreign Minister of Rwanda assured the United Kingdom Home Secretary that Rwanda would, in principle, not pursue that payment, provided that the United Kingdom followed the right legal procedure. It was agreed that the United Kingdom would prepare a note verbale requesting Rwanda to forgo the £50 million payment. According to the Rwandan internal note of the telephone conversation, “the UK will share for review a draft note verbale on ceasing financial arrangements, which once approved from our side, would be legally binding for both parties”.<sup>303</sup>
182. In the view of the majority of the Tribunal, an understanding was reached at the Ministerial level between the United Kingdom Home Secretary and Rwanda’s Foreign Minister about the way to proceed in addressing the United Kingdom’s request and what the legal consequences would be if the text of the United Kingdom’s note verbale was reviewed by Rwanda and responded to with an acceptance of the request.
183. The following day, and as agreed during the telephone call at the Ministerial level, the United Kingdom High Commission sent a draft note verbale to MINAFFET.<sup>304</sup> In the e-mail transmitting the draft note verbale, it was characterised as “a draft Finance NV” and the hope was expressed that the note could be signed “today – otherwise early next week”, since in the United Kingdom High Commission’s view these were not “huge changes from the previous NV”.<sup>305</sup>
184. Rwanda requested that the changes made in the draft note verbale be highlighted, “possibly in track changes mode”.<sup>306</sup>
185. In response, the United Kingdom Home Office explained that the e-mail of 11 October 2024 transmitting the draft note verbale was incorrect in one respect, because “the changes between the two Notes Verbale[s] are quite significant as [they] have entirely removed the ETIF elements which ma[de] it very difficult to send as a tracked changes document”.<sup>307</sup>
186. After having studied the United Kingdom’s draft note verbale, Rwanda responded that the draft note verbale introduced significant changes raising concern for it and that the draft diverged considerably from “[their] prior understandings”. Rwanda therefore proposed amendments to “the

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<sup>303</sup> C-42, Rwandan Government, “Report: Phone call with the UK Home Secretary”, 10 October 2024, para. 8.

<sup>304</sup> R-19, Attachment: “NV re finances for termination RW comments”, 11 October 2024.

<sup>305</sup> R-18, E-mail from David Rinnert to Clementine Mukeka et al, “For GoR comments following Ministerial call last night: Draft Finance NV”, 11 October 2024.

<sup>306</sup> R-20, E-mail from Grace Nyinawumuntu to David Rinnert et al, “RE: For GoR comments following Ministerial call last night: Draft Finance NV”, 11 October 2024.

<sup>307</sup> R-21, E-mail from Richard Williams to Grace Nyinawumuntu et al, “RE: For GoR comments following Ministerial call last night: Draft Finance NV”, 11 October 2024.

Financial NV, agreeing to halt the ETIF payment schedule, and clarifying the continuation of responsibilities in anticipation of the UK's formal termination notice".<sup>308</sup> A draft document (note verbale) was included in Rwanda's response.

187. In that document, Rwanda proposed the following amendments to the arrangements in accordance with paragraph 3 of the 2024 Finance Agreement. What is of relevance for the present case is Rwanda's proposed amendment to paragraph 2.3 of the 2024 Finance Agreement ("Payment schedule – Economic Transformation and Integration Fund"). Rwanda proposed the following text:

2.3.1. The payment schedule for the economic transformation and integration fund is halted pending formal notification of termination of the Agreement. The United Kingdom will not make any further payments to the economic transformation and integration fund.

2.3.2. All provisions under paragraph 2.3 of the Arrangement are hereby replaced by paragraph 2.3.1 above.<sup>309</sup>

188. The majority of the Tribunal considers that all this shows that the purpose of diplomatic exchanges between the United Kingdom High Commission and the MINAFFET was to agree on the amendment of paragraph 2.3 of the 2024 Finance Agreement. The text of the amendment was proposed by Rwanda.

189. Further exchanges between the Parties followed. In the revised drafts<sup>310</sup> sent by the United Kingdom, no changes were made to paragraph 3 as proposed by Rwanda.

190. In early November 2024, the United Kingdom emphasised the need for the finalisation of the text of the note verbale due to the United Kingdom legislative timetable.<sup>311</sup> Without the finalisation of the notes verbales on the ETIF payments, the United Kingdom would have to accelerate legislation to repeal the Safety of Rwanda Act enabling it to terminate the Asylum Partnership Agreement.

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<sup>308</sup> **R-22**, E-mail from Grace Nyinawumuntu to David Rinnert et al, "Re: For GoR comments following Ministerial call last night: Draft Finance NV", 15 October 2024 (emphasis added).

<sup>309</sup> **R-23**, Attachment: "Draft NV ON MEDP October 2024 (Rwanda side) (1)", 15 October 2024 (emphasis added).

<sup>310</sup> **R-25**, Attachment: "Draft NV ON MEDP October 2024 (Rwanda side) UK comments updated after instructions RW cleared", 16 October 2024; **R-27**, Attachment: "Draft NV ON MEDP October 2024 (Rwanda side) UK comments updated after instructions v3", 22 October 2024.

<sup>311</sup> **R-29**, E-mail from Jennifer Stockill to Grace Nyinawumuntu et al, "Draft NVs for UK", 6 November 2024.

191. Following the meeting of the British High Commissioner with the Foreign Minister of Rwanda on 6 November 2024, the United Kingdom High Commission sent to the MINAFFET the two new documents—a short draft of a “political NV” and a Technical Annex to the note verbale.<sup>312</sup>
192. Six days later, MINAFFET informed the British High Commission that, after review and considering the discussion with the Foreign Minister, it had slightly revised the note verbale and attached it for the United Kingdom’s consideration, adding that it looked forward to finalising this as soon as possible.<sup>313</sup> The Tribunal understands that no amendments were proposed by Rwanda to the Technical Annex.
193. The following day, the United Kingdom’s High Commission sent to MINAFFET another note verbale, the text of which in its substantive part was identical to that proposed by Rwanda as a result of the previous exchanges. This text reads as follows:

Following the transmission of NV 111/2024, dated 8 July 2024, by the High Commission of the United Kingdom of Great Britain and Northern Ireland which notified Rwanda that no future removals of individuals to Rwanda under the Migration and Economic Development Partnership are scheduled, the Government of United Kingdom intends to formally terminate the MEDP Treaty. In this context, and in anticipation of the formal termination of the Agreement, the Government of the United Kingdom respectfully requests that the Government of Rwanda forgo any additional payments under the Economic Transformation and Integration Fund. This request is supported by the annexed technical Note[] Verbale.<sup>314</sup>

194. In the Technical Annex to the note verbale of 13 November 2024, which had been earlier submitted to Rwanda for review and to which no amendments were suggested by Rwanda, the following was proposed:
1. That Rwanda acknowledges and agrees that the Economic Transformation and Integration Funds of £50 million due in April 2025 and April 2026 in accordance with paragraphs 2.3.1 and 2.3.2 of the Finance Note will not be paid and that the Finance Note is accordingly amended.
  2. That Rwanda and the United Kingdom continue to discuss arrangements for formal termination of the Agreement including financial arrangements related to termination and the on-going treatment and financial arrangements for those individuals relocated to Rwanda under the Memorandum of Understanding between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Rwanda for an arrangement facilitating Voluntary departures of Illegal Migrants to the Republic of Rwanda signed in Kigali on 11 March 2024, so as to reach an agreement on these issues as soon as possible;

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<sup>312</sup> **R-29**, E-mail from Jennifer Stockill to Grace Nyinawumuntu et al, “Draft NVs for UK”, 6 November 2024; **R-30**, Attachment: “DRAFT Note Verbale”, 6 October 2024; **R-31**, Attachment: “DRAFT technical annex NV”, 6 November 2024.

<sup>313</sup> **R-35**, E-mail from Grace Nyinawumuntu to Jennifer Stockill et al, “Re: Draft NVs for UK”, 12 November 2024.

<sup>314</sup> **C-29**, United Kingdom’s Note Verbale 182/2024, 13 November 2024.

3. That this Note does not constitute a termination of the Agreement, nor should it be construed as a notification of termination.

If the proposals set out above are acceptable to the Government of Rwanda, I have the honour to propose that this Note and your reply to that effect will place on record the understanding of our two Governments in this matter, which will come into effect on the date of your reply.<sup>315</sup>

195. The next day, MINAFFET sent to the British High Commission a reply note verbale, in which it “acknowledge[d] receipt of the High Commission’s Note Verbale 182/2024 ... informing the intention of the Government of the United Kingdom to formally terminate the Migration and Economic Development Partnership, and requesting the Government of Rwanda to forgo any additional payments under the Economic Transformation and Integration Fund”. The note verbale continued: “The Ministry of Foreign Affairs and International Cooperation has the further honor to confirm that the proposed arrangements are acceptable to the Government of the Republic of Rwanda”.<sup>316</sup>
196. There were no reservations or limitations expressed. Rwanda just informed the United Kingdom that “the proposed arrangements are acceptable” to its Government. The understanding of the majority of the Tribunal is that the proposed arrangements are those discussed earlier through several exchanges by the Parties and formulated in the British High Commission’s note verbale on 13 November 2024 and its Technical Annex. Rwanda then accepted that the “£50 million due in April 2025 and April 2026 in accordance with paragraph 2.3.1 and 2.3.2 of the Finance Note will not be paid and that the Finance Note is accordingly amended”. In the view of the majority of the Tribunal, Rwanda through its note verbale of 14 November 2024 consented to amend paragraph 2.3.1 and 2.3.2 of the 2024 Finance Agreement and to forgo any additional payments by the United Kingdom in April 2025 and April 2026. There was no reference in the notes verbales or the Technical Annex to DVA or transit visa waivers.
197. The considerations set forth above lead the Tribunal towards the conclusion, by majority, that it cannot uphold Rwanda’s claims (a) and (b), and by unanimity cannot uphold Rwanda’s claim (c) presented in its Final Submissions.<sup>317</sup>
198. The subsequent conduct of the Parties does not undermine the above conclusion; it rather confirms it, as viewed by the majority of the Tribunal.

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<sup>315</sup> C-29, United Kingdom’s Note Verbale 182/2024, 13 November 2024, Technical Annex.

<sup>316</sup> C-30, Rwanda’s Note Verbale 8520/09.16/North. E/24, 14 November 2024 (emphasis added).

<sup>317</sup> See para. 107 above.

199. The United Kingdom thanked Rwanda, being satisfied that the notes verbales had been agreed and “signed”. It further informed Rwanda that the next steps on the DVA proposal would be discussed.<sup>318</sup> While some issues were mentioned in informal exchanges between officials of the two Parties (such as the availability of Rwanda’s report on the use of the £20 million sent earlier by the United Kingdom under paragraph 2.4.1 of the 2024 Finance Agreement, and preparation for a visit of United Kingdom Home Office officials to Rwanda in order to discuss “the final details of closing the migration partnership”),<sup>319</sup> no issue relating to the payment schedule to the ETIF was raised.
200. It was only when the United Kingdom, in a statement issued following the visit of its Foreign Secretary to the Democratic Republic of the Congo and Rwanda, called for “the withdrawal of all Rwanda Defence Forces from Congolese territory” and announced certain measures to be taken against Rwanda,<sup>320</sup> that Rwanda sent the United Kingdom High Commission the note verbale on 25 February 2025 informing the latter that “the proposed arrangements, as outlined in the Technical Annex to Note Verbale 182/2024, are not acceptable to the Government of the Republic of Rwanda” adding that “[a]s a result, the previous arrangements outlined in the aforementioned note verbale, dated 14 November 2024, are hereby rescinded”. It expressed the view that “Rwanda and the United Kingdom remain bound by the arrangements as contained in the bilateral agreement for the Provision of an Asylum Partnership Agreement to strengthen shared international commitments on the protection of refugees and migrants, along with its associated annexes and notes verbales”.<sup>321</sup>
201. In the view of the majority of the Tribunal, while the Asylum Partnership Agreement was still in force in February 2025, the 2024 Finance Agreement was amended by the Parties through the exchange of the November 2024 Notes Verbales as found by the majority of the Tribunal earlier.<sup>322</sup> Rwanda in its note verbale expressed its consent with the amendment proposed by the United

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<sup>318</sup> **R-39**, E-mail from Kristian Armstrong to Clementine Mukeka et al, “RE: Closing off the Note Verbale”, 15 November 2024.

<sup>319</sup> **R-40**, Communication via WhatsApp from Jennifer Stockill to Grace Nyinawumuntu, 16 January 2025; **R-41**, Communications via WhatsApp between Jennifer Stockill and Grace Nyinawumuntu, 20 January 2025. *See also* **R-42**, E-mail from Jennifer Stockill to Christella Akoguteta, “Reporting on migration partnership spending”, 11 February 2025.

<sup>320</sup> **R-43**, United Kingdom Government, Press Release, “UK Statement on response to the situation in Eastern DRC”, 25 February 2025. The measures announced were the following: 1. Cease high-level attendance at events hosted by the Government of Rwanda; 2. Limit trade promotion activity with Rwanda; 3. Pause direct bilateral financial aid to the Government of Rwanda, excluding support to the poorest and most vulnerable; 4. Coordinate with partners on potential new sanctions designations; 5. Suspend future defence training assistance to Rwanda; 6. Review export licences for the Rwanda Defence Force.

<sup>321</sup> **C-31**, Rwanda’s Note Verbale 1499/09.16/North. E/25, 25 February 2025.

<sup>322</sup> *See* para. 197 above.

Kingdom. It was not possible to withdraw that consent given more than three months earlier, nor to unilaterally “rescind” “the previous arrangement outlined in the aforementioned Note Verbale”.<sup>323</sup> The arrangements were agreed on earlier by the Parties and it was possible to amend them again through a new agreement by the Parties, through their mutual consent, but not unilaterally. The attempt by Rwanda to “rescind” the arrangements agreed by the Parties in November 2024 rather confirms to the majority of the Tribunal that in November 2024 Rwanda agreed with the arrangements proposed by the United Kingdom, which included amendments to paragraphs 2.3.1 and 2.3.2 of the 2024 Finance Agreement and foregoing any additional payments under the ETIF.

202. In view of the above, the Tribunal by majority cannot uphold Rwanda’s claims (a) and (b), presented in its Final Submissions, and by unanimity cannot uphold Rwanda’s claim (c).<sup>324</sup>
203. Likewise, the Tribunal cannot uphold Rwanda’s claims that the United Kingdom is in breach of Article 18 of the Asylum Partnership Agreement. According to that Article, “[t]he Parties shall make financial arrangements in support of the relocation of individuals under this Agreement”. That obligation of the Parties was implemented when they agreed on the financial arrangements, through the exchange of the notes verbales on 20 and 21 June 2024, respectively.<sup>325</sup> These arrangements were modified in November 2024 when, as the majority of the Tribunal found, paragraph 2.3.1 and 2.3.2 were amended through the exchange of the notes verbales.<sup>326</sup>
204. The financial arrangements under Article 18 were envisaged “in support of the relocation of individuals under this Agreement”. Rwanda was officially notified by the United Kingdom on 8 July 2024 that “no future removals of individuals to Rwanda” were scheduled or intended to be scheduled and that the United Kingdom was considering formal termination of the Asylum Partnership Agreement under Article 23 thereof. The United Kingdom was under no obligation to request a relocation of individuals to Rwanda under the Agreement. This is clearly stated in Article 4(1) thereof. It would be “out of touch with reality”<sup>327</sup> if the Tribunal were to conclude that until the Agreement ceased to be in force on 16 March 2026, the United Kingdom remained under an obligation to agree on “financial arrangements in support of the relocation of individuals under this Agreement”.

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<sup>323</sup> **C-31**, Rwanda’s Note Verbale 1499/09.16/North. E/25, 25 February 2025.

<sup>324</sup> See para. 107 above.

<sup>325</sup> See **C-22**, 2024 Finance Note; **C-23**, Rwanda’s Note Verbale 051/09.16/North. E/24, 21 June 2024.

<sup>326</sup> See para. 197 above.

<sup>327</sup> See **RLA-10**, *Gabčíkovo-Nagymaros Project (Hungary/Slovakia)*, Judgment, 25 September 1997, 1997 ICJ Rep. 7, para. 136.

## VII. RESETTLEMENT CLAIM

205. Article 19 of the Asylum Partnership Agreement, which addresses resettlement of vulnerable refugees, provides:

Parties shall make arrangements for the United Kingdom to resettle a portion of Rwanda's most vulnerable refugees in the United Kingdom.<sup>328</sup>

### A. POSITIONS OF THE PARTIES

#### 1. Rwanda's Position

##### (a) Alleged breach of Article 19 of the Asylum Partnership Agreement

206. Rwanda alleges that the United Kingdom has breached Article 19 of the Asylum Partnership Agreement concerning making arrangements to resettle a portion of Rwanda's most vulnerable refugees in the United Kingdom,<sup>329</sup> and therefore Rwanda seeks declaratory relief and claims compensation in the amount of £6 million for the loss that it has suffered by reason of "the expense of accommodating refugees that would otherwise have been resettled in the UK, providing them with essential services as well as socio-economic opportunities".<sup>330</sup>

207. Rwanda submits that the obligation to "make arrangements" under Article 19 of the Agreement comprises both a procedural and a substantive component: first, the Parties are required to negotiate in good faith with a view to reaching agreement on the relevant arrangements (as to which requirement Rwanda says the Parties agree);<sup>331</sup> and second, the obligation extends to performing in good faith any arrangements so concluded.<sup>332</sup> As to the former component, Rwanda considers that not all obligations to negotiate are the same, with some encompassing only an obligation to negotiate, and others an obligation to negotiate to achieve a specific result.<sup>333</sup> Rwanda suggests that Article 19 is "at the latter end of that spectrum" since the United Kingdom had already accepted in the Agreement that it would resettle a portion of Rwanda's vulnerable refugees, which was "the specific result to which the parties' arrangements were directed".<sup>334</sup> On this basis, Rwanda contends that the Parties were obligated to reach agreement on financial

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<sup>328</sup> C-19, Asylum Partnership Agreement, art. 19.

<sup>329</sup> Statement of Claim, paras. 100, 107.

<sup>330</sup> Statement of Claim, para. 110(b).

<sup>331</sup> Tr. (Day 1), p. 117:7–15.

<sup>332</sup> Statement of Claim, para. 99; Reply, para. 53. *See also* CLA-12, *Tacna-Arica Question (Chile/Peru)*, Award, 4 March 1925, II RIAA 921, p. 927; CLA-13, *Legality of the Threat or Use of Nuclear Weapons*, Advisory Opinion, 8 July 1996, 1996 (I) ICJ Rep. 262, para. 99.

<sup>333</sup> Tr. (Day 1), pp. 116:21–117:1.

<sup>334</sup> Tr. (Day 3), p. 316:2–10.

arrangements under Article 19, not unlike the circumstances that existed in *Nuclear Weapons*.<sup>335</sup> Rwanda distinguishes *Tacna-Arica* and *Bolivia v. Chile* (upon which the United Kingdom relies) on the basis that the desired result of negotiations was uncertain in those cases.<sup>336</sup>

208. Rwanda contends that “[a] refusal to negotiate” or “an obstruction of negotiations” would amount to a breach of the obligation to negotiate.<sup>337</sup>
209. Rwanda rejects the United Kingdom’s assertion that, in assessing whether the United Kingdom has breached this obligation under the Agreement, it is necessary first to ascertain whether Rwanda had itself sought to initiate negotiations.<sup>338</sup> Specifically, while both Parties were equally obliged to “make arrangements” under Article 19, Rwanda contends that it was clear that the burden was “squarely placed on the United Kingdom”.<sup>339</sup> This is because “it was the United Kingdom that was to take refugees, not Rwanda” and “[t]hat result was agreed”.<sup>340</sup> Yet, Rwanda says that “the United Kingdom shirked that burden” and “took no steps whatsoever to operationalise Article 19”.<sup>341</sup> Rwanda confirms that its claim “focuses on the negotiation obligation in Article 19”, specifically, “that the United Kingdom breached its duty to negotiate by failing to engage in any meaningful discussions about resettlement arrangements, which had the effect of precluding the achievement of the result prescribed under Article 19”.<sup>342</sup>
210. Nevertheless, Rwanda submits that the correspondence on the record establishes two things: first, “that Rwanda sought to negotiate the arrangements for resettling refugees with the United Kingdom under the auspices of the joint committee”; and second, “that the United Kingdom refused to take any steps under Article 19, whether to negotiate arrangements or otherwise”.<sup>343</sup>

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<sup>335</sup> Tr. (Day 3), p. 316:16–25.

<sup>336</sup> Tr. (Day 3), p. 317:8–21, citing **CLA-13**, *Legality of the Threat or Use of Nuclear Weapons*, Advisory Opinion, 8 July 1996, 1996 (I) ICJ Rep. 226; *c.f.*, **CLA-12**, *Tacna-Arica question (Chile, Peru)*, Award, 4 March 1925, II RIAA, 926; **CLA-4**, *Obligation to Negotiate Access to the Pacific Ocean (Bolivia v. Chile)*, Judgment, 1 October 2018, 2018 ICJ Rep. 507.

<sup>337</sup> Tr. (Day 3), p. 318:21–24.

<sup>338</sup> Reply, para. 52.

<sup>339</sup> Tr. (Day 1), p. 118:7–16.

<sup>340</sup> Tr. (Day 1), p. 118:10–12.

<sup>341</sup> Tr. (Day 1), p. 118:14–16.

<sup>342</sup> Tr. (Day 1), p. 118:17–24.

<sup>343</sup> Tr. (Day 1), p. 119:6–13.

211. First, Rwanda submits that it did seek to instigate negotiations with the United Kingdom.<sup>344</sup> Rwanda asserts that its request of 24 March 2025 referred clearly to the United Kingdom’s “ultimate obligation” to resettle a portion of at-risk refugees from Rwanda, observed that the United Kingdom had failed to take any concrete action to fulfil its obligations under the Agreement, made a clear and unambiguous demand to the Joint Committee to “urgently finalize” the arrangements for the resettlement of refugees in the United Kingdom, and for the United Kingdom “to comply with its international responsibilities”.<sup>345</sup> Rwanda notes that it invited the United Kingdom to attend the Joint Committee meeting with officials who were involved with the negotiation and drafting of the agreement, who had the necessary expertise to resolve the matter.<sup>346</sup> Rwanda contends that its request, made in light of the United Kingdom’s failure to take concrete action on its resettlement obligations, necessarily required the United Kingdom to enter into negotiations, and precluded any inference to the contrary.<sup>347</sup>
212. Noting the letter served multiple purposes, Rwanda submits, contrary to the United Kingdom’s position, that its letter dated 24 March 2025 was “more than a complaint about the United Kingdom’s conduct” as it contained an “express demand” for the finalisation of arrangements contemplated in Article 19.<sup>348</sup>
213. Contrary to the United Kingdom’s position, Rwanda argues that the Joint Committee was an entirely appropriate forum in which to raise this issue, given it was “composed of representatives of both parties”, with its role under the Agreement to “monitor[] and review[] the application and implementation of the agreement”.<sup>349</sup> Rwanda considers it to be “beside the point” that the Joint Committee had no power to finalise arrangements, arguing that the obligation to negotiate rested primarily on the Parties and Rwanda’s reference to the Joint Committee was “simply a reference to the forum in which its request was being raised”.<sup>350</sup>
214. Second, Rwanda contends, however, that the United Kingdom has failed to make genuine efforts to advance discussions toward finalising arrangements for the resettlement of Rwanda’s most

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<sup>344</sup> Reply, para. 52.

<sup>345</sup> Statement of Claim, para. 106(a), *referring to C-33*, Letter from Clementine Mukeka to Daniel Hobbs, 24 March 2025. *See also* Reply, para. 58; Tr. (Day 1), pp. 121:25–122:4.

<sup>346</sup> Tr. (Day 1), p. 122:5–12.

<sup>347</sup> Tr. (Day 1), pp. 120:23–122:18. *See also* Reply, para. 58.

<sup>348</sup> Tr. (Day 1), p. 123:13–19; Tr. (Day 3), p. 320:6–24.

<sup>349</sup> Tr. (Day 1), pp. 119:24–120:31; Reply, para. 57, *citing C-19*, Asylum Partnership Agreement, art. 16(2).

<sup>350</sup> Tr. (Day 1), pp. 123:20–124:5.

vulnerable refugees to the United Kingdom.<sup>351</sup> Specifically, Rwanda submits that, on 1 April 2025, the United Kingdom communicated an “unequivocal refusal” to take any steps under Article 19 of the Agreement due to the United Kingdom’s change in policy that no future removals of individuals would be scheduled to take place.<sup>352</sup> This, in Rwanda’s view, is evidenced by the United Kingdom’s statement that Article 19 “does not place a binding legal obligation on the UK to resettle refugees from Rwanda to the UK as such arrangements have not been made”, and its further confirmation that steps were being taken to terminate the Agreement and that no further individuals would be relocated under the MEDP.<sup>353</sup>

215. Rwanda recalls that the United Kingdom, as of 1 April 2025, continued to be bound by the obligation under Article 19 despite its intention to bring the MEDP to an end and the initiation of dispute resolution proceedings by Rwanda pursuant to Article 22 of the Agreement.<sup>354</sup>

216. Further and contrary to the United Kingdom’s position, Rwanda argues that the United Kingdom’s offer to “convene a virtual meeting of the Joint Committee to discuss the issues raised in your letter” cannot be viewed as “seeking to make arrangements for the first time by indicating a willingness to discuss issues”.<sup>355</sup> Rather, this offer, Rwanda submits, “simply concerned the scheduling of a Joint Committee meeting under Article 22.1 of the Agreement” and “was not an offer to negotiate to resettle Rwandan refugees” pursuant to Article 19 of the Agreement.<sup>356</sup> Rwanda considers the United Kingdom’s reliance on this meeting to be contrary to its case that the Joint Committee is not the appropriate forum in which to seek to make arrangements.<sup>357</sup>

217. In any event, Rwanda submitted that, even if the United Kingdom were correct that the 1 April 2025 letter contemplated discussions under Article 19, the Tribunal would nevertheless be required to examine what actually happened at the Joint Committee meeting of 16 April 2025 in order to determine whether the UK made any “genuine attempt to advance discussions”.<sup>358</sup> In this regard, Rwanda’s counsel submitted at the Hearing that Rwanda had instructed it that it did “raise a resettlement proposal with the United Kingdom at the meeting of 16 April, and for that purpose,

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<sup>351</sup> Statement of Claim, para. 107. *See also* Notice of Arbitration, para. 35; Reply, paras. 54–59.

<sup>352</sup> Reply, para. 59; Statement of Claim, para. 95. *See also* C-32, United Kingdom’s Note Verbale 032/2025, 6 March 2025.

<sup>353</sup> Reply, paras. 59(a)–(b), *citing* C-34, Letter from Daniel Hobbs to Clementine Mukeka, 1 April 2025; C-26, Rwanda’s Note Verbale 068/09.01/CAB.PS/24, 8 July 2024; Tr. (Day 1), p. 125:22–25.

<sup>354</sup> Tr. (Day 1), pp. 126:1–23, 127:13–19.

<sup>355</sup> Tr. (Day 3), p. 322:5–25.

<sup>356</sup> Tr. (Day 3), p. 322:11–21.

<sup>357</sup> Tr. (Day 3), p. 323:16–22.

<sup>358</sup> Tr. (Day 3), p. 323:1–7.

had put together a proposal and an accompanying list”.<sup>359</sup> Rwanda further submitted that “the United Kingdom has at no stage claimed that it was willing to accept refugees from Rwanda when it was asked to do so in March 2025”.<sup>360</sup> In these circumstances, at the Hearing, Rwanda invited the United Kingdom “to confirm whether it will represent to this international Tribunal that the British Government was willing to resettle a portion of refugees from Rwanda in the United Kingdom after its policy shift” and, “[i]f it does not, the Tribunal should proceed on the basis that, while Article 19 was in force, the United Kingdom had no intention of taking any steps to comply with it”.<sup>361</sup>

**(b) Reparation**

218. In respect of Article 19 of the Agreement, Rwanda seeks declaratory relief and claims compensation in the amount of £6 million for the loss that it has allegedly suffered by reason of “the expense of accommodating refugees that would otherwise have been resettled in the UK, providing them with essential services as well as socio-economic opportunities”.<sup>362</sup>
219. Rwanda considers that the Parties are agreed that compensation must “wipe out the consequences of the illegal act, and ... re-establish the situation that would in all probability have existed had the act not been committed”, that Rwanda must prove a “causal nexus” between the wrongful act and the injury, and that “damage may be approximated when there is uncertainty”.<sup>363</sup> Rwanda considers that it has established a causal nexus to damages, noting that the United Kingdom’s breach of the Agreement in refusing to negotiate resettlement arrangements caused Rwanda loss because it was “left with a population of vulnerable refugees for which it continued to be responsible”.<sup>364</sup>
220. In quantifying its claim for compensation under Article 19, Rwanda submits that the difficulty of assessing its costs with precision does not preclude the Tribunal from determining the amount of compensation due, including by way of a global sum.<sup>365</sup>

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<sup>359</sup> Tr. (Day 3), p. 324:3–11.

<sup>360</sup> Tr. (Day 3), p. 324:17–20.

<sup>361</sup> Tr. (Day 3), pp. 324:20–325:5.

<sup>362</sup> Statement of Claim, para. 110(b).

<sup>363</sup> Tr. (Day 1), pp. 128:16–23, 128:24–129:3.

<sup>364</sup> Tr. (Day 3), p. 326:10–16.

<sup>365</sup> Statement of Claim, paras. 108(c), 110(b), citing *CLA-17, Armed Activities on the Territory of the Congo (Democratic Republic of the Congo v. Uganda)*, Reparations, Judgment, 9 February 2022, 2022 ICJ Rep. 13, para. 106.

221. Rwanda considers that the following provides a “reasonable proxy” for the purposes of its compensation calculation.<sup>366</sup> As to the per-individual rate, Rwanda relies on the sum of £20,000, being the amount the Parties agreed Rwanda would receive for each individual relocated to Rwanda under the 2024 Finance Agreement.<sup>367</sup> As to the number of individuals, Rwanda relies on a figure of 300, being the number the Parties had identified as intended to be transferred in Year 1, which Rwanda submits represents a reasonable estimation of the number the Parties would have agreed to resettle in the United Kingdom, having regard to the principle of reciprocity underlying the Agreement.<sup>368</sup> Rwanda considers that the ordinary meaning of a “portion” of refugees in Article 19 suggests a “substantial commitment”.<sup>369</sup> Such approach, Rwanda posits, accords with the approach adopted by the United Kingdom in similar international agreements with other States,<sup>370</sup> and represents an insignificant figure when compared with the number of Rwandan refugees that were resettled in third countries in the same period, and the number of refugees that were resettled in the United Kingdom under other resettlement schemes.<sup>371</sup> In this regard, Rwanda submits that “the fact that the United Kingdom only relocated four individuals under the MEDP does not matter ... [w]hat matters for Article 19 is that for four years under successive British governments, the United Kingdom said it would accept vulnerable refugees from Rwanda”,<sup>372</sup> and yet it has done nothing to honour these commitments.<sup>373</sup>
222. Should the Tribunal consider that Rwanda’s proposed method of damages assessment is not appropriate in the circumstances, Rwanda requests that the Tribunal order the Parties to discuss and agree the quantum of compensation based on the Tribunal’s findings on Article 19, and to seek the Tribunal’s directions in the event that they are unable to reach agreement.<sup>374</sup>
223. In the alternative, should the Tribunal not be satisfied that there is adequate certainty as to quantifiable damage, Rwanda seeks satisfaction by way of a formal apology from the United

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<sup>366</sup> Tr. (Day 1), pp. 129:15–130:4.

<sup>367</sup> Statement of Claim, para. 110(b)(i).

<sup>368</sup> Statement of Claim, para. 110(b)(ii). *See also* C-22, 2024 Finance Note, paras. 2.3.3–2.3.4.

<sup>369</sup> Tr. (Day 1), pp. 130:23–131:4.

<sup>370</sup> Reply, para. 62; Statement of Claim, para. 110(b)(ii)(3), *referring to* C-38, Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the French Republic on the Prevention of Dangerous Journeys, signed in London on 29 July 2025 and in Paris on 30 July 2025.

<sup>371</sup> Statement of Claim, paras. 110(b)(ii)(2)–(5). *See also* C-39, Rwandan Government, ‘Refugee Resettlement Rwanda to Third Countries 2020–2024’; C-40, IOM, ‘Resettlement’; Tr. (Day 1), p. 131:5–20.

<sup>372</sup> Tr. (Day 1), pp. 131:21–132:14.

<sup>373</sup> Tr. (Day 1), p. 132:14–20.

<sup>374</sup> Reply, para. 63.

Kingdom for its breach of the Agreement.<sup>375</sup> Rwanda submits that an apology is a well-established form of satisfaction in international law and is appropriate in the present circumstances given that the United Kingdom does not challenge the basis upon which Rwanda considers itself aggrieved by the United Kingdom’s conduct.<sup>376</sup> Rwanda argues that the United Kingdom’s “dismissive disregard” of “humanitarian assistance to refugees and burden-sharing between developed and developing states”—which are “fundamental for the proper and fair functioning of international law and the international refugee system”—warrant an apology.<sup>377</sup> In response to the United Kingdom’s argument that apologies are rarely ordered, Rwanda highlights that an apology was ordered in *Rainbow Warrior* and that the “real question” is whether an apology is appropriate in a given case.<sup>378</sup>

224. Finally, Rwanda invites the United Kingdom “to make a special contribution to the UNHCR’s programme in Rwanda”, “in the spirit of the very principles that underpinned the Partnership and in recognition of Rwanda’s continued commitment to hosting a large refugee population despite the UK having unilaterally brought that Partnership to an end”.<sup>379</sup>

## 2. The United Kingdom’s Position

### (a) Alleged breach of Article 19 of the Asylum Partnership Agreement

225. The United Kingdom agrees with Rwanda that the obligation under Article 19 to “make arrangements” requires the Parties to negotiate in good faith with a view to achieving the intended result of resettling a portion of Rwanda’s most vulnerable refugees in the United Kingdom.<sup>380</sup> According to the United Kingdom, for a State to establish that it has sought to embark on negotiations, a State must demonstrate that it has made “a genuine attempt ... to engage in discussions” with the other party.<sup>381</sup> It is not sufficient that the State has engaged in “protests”, has levelled “accusations”, or has engaged in exchanges which could be said to give rise to a

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<sup>375</sup> Statement of Claim, para. 110(e); Reply, para. 64.

<sup>376</sup> Reply, para. 64, citing **CLA-16**, International Law Commission, Draft articles on Responsibility for Internationally Wrongful Acts, with commentaries (2001), Article 37, paragraph (2); **CLA-18**, *The Rainbow Warrior Affair*, 30 April 1990, XX RIAA 215.

<sup>377</sup> Tr. (Day 1), pp. 135:17–136:3.

<sup>378</sup> Tr. (Day 1), pp. 134:24–135:4; Tr. (Day 3), p. 327:9–23.

<sup>379</sup> Statement of Claim, para. 110(f).

<sup>380</sup> Statement of Defence, para. 179.

<sup>381</sup> Statement of Defence, paras. 181–192, 193(a), citing **RLA-19**, *Application of the International Convention on the Elimination of All Forms of Racial Discrimination (Georgia v. Russian Federation)*, Preliminary Objections, Judgment, 1 April 2011, 2011 ICJ Rep. 70, para. 157.

“dispute”.<sup>382</sup> The United Kingdom further submits that the types of conduct that can amount to a violation of the obligation to negotiate include a State “insist[ing] upon its own position without contemplating any modification of it”;<sup>383</sup> taking unilateral action that would defeat the purpose of negotiations;<sup>384</sup> expressing a “wilful refusal” to negotiate or “an intent to frustrate” negotiations;<sup>385</sup> or engaging in a “systematic refusal to take into consideration adverse proposals or interests”.<sup>386</sup>

226. The United Kingdom disagrees that Article 19 also imposes an obligation to reach an agreement on arrangements relating to resettlement or to perform any arrangements that may have been made.<sup>387</sup> The United Kingdom relies on *Application of the Interim Accord of 13 September 1995, Tacna-Arica*, and *Bolivia v. Chile*, while distinguishing *Nuclear Weapons* (on which Rwanda relies), to support the proposition that the duty to negotiate is not a duty to reach agreement particularly where the parties have not committed in advance in the treaty as to what the specific outcome of their agreement should be.<sup>388</sup> As the United Kingdom notes, given the vast number of open questions associated with the practicalities of resettlement, “neither party, nor even both parties, could guarantee that arrangements for resettlement would, in fact, be agreed upon”.<sup>389</sup>

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<sup>382</sup> Statement of Defence, paras. 181–192, 193(a), citing **RLA-19**, *Application of the International Convention on the Elimination of All Forms of Racial Discrimination (Georgia v. Russian Federation)*, Preliminary Objections Judgment, 1 April 2011, 2011 ICJ Rep. 70, para. 157.

<sup>383</sup> Statement of Defence, para. 196, citing **CLA-9**, *North Sea Continental Shelf (Federal Republic of Germany/Denmark)*, Judgment, 20 February 1969, 1969 ICJ Rep. 3, para. 85(a); **CLA-4**, *Obligation to Negotiate Access to the Pacific Ocean (Bolivia v. Chile)*, Judgment, 1 October 2018, 2018 ICJ Rep. 507, para. 86; **RLA-10**, *Gabčíkovo-Nagymaros Project (Hungary/Slovakia)*, Judgment, 25 September 1997, 1997 ICJ Rep. 7, para. 141.

<sup>384</sup> Statement of Defence, paras. 180, 196; see **CLA-11**, *Pulp Mills on the River Uruguay (Argentina v. Uruguay)*, Judgment, 20 April 2010, 2010 ICJ Rep. 14, paras. 143, 144, 147.

<sup>385</sup> Statement of Defence, paras. 180, 196, citing **CLA-10**, *Application of the Interim Accord of 13 September 1995 (The Former Yugoslav Republic of Macedonia v. Greece)*, Judgment, 5 December 2011, 2011 ICJ Rep. 644, para. 132; **CLA-12**, *Tacna-Arica question (Chile, Peru)*, Award, 4 March 1925, II RIAA, 926, p. 929.

<sup>386</sup> Statement of Defence, paras. 180, 196, citing **RLA-16**, *Barbados v. Trinidad and Tobago*, Award, 11 April 2006, XXVII RIAA 147, fn. 28, citing **RLA-3**, *Lake Lanoux Arbitration (France v. Spain)*, Award, 16 November 1957, 24 ILR, 101, para. 11; **CLA-10**, *Application of the Interim Accord of 13 September 1995 (The Former Yugoslav Republic of Macedonia v. Greece)*, Judgment, 5 December 2011, 2011 ICJ Rep. 644, para. 132.

<sup>387</sup> Statement of Defence, paras. 178, 183; Tr. (Day 2), p. 237:3–6.

<sup>388</sup> See Tr. (Day 2), pp. 237:16–240:12, 241:13–243:4, 243:18–245:14, citing **CLA-10**, *Application of the Interim Accord of 13 September 1995 (The Former Yugoslav Republic of Macedonia v. Greece)*, Judgment, 5 December 2011, 2011 ICJ Rep. 644; **CLA-12**, *Tacna-Arica question (Chile, Peru)*, Award, 4 March 1925, II RIAA, 926; **CLA-4**, *Obligation to Negotiate Access to the Pacific Ocean (Bolivia v. Chile)*, Judgment, 1 October 2018, 2018 ICJ Rep. 507; *c.f.*, **CLA-13**, *Legality of the Threat or Use of Nuclear Weapons*, Advisory Opinion, 8 July 1996, 1996 (I) ICJ Rep. 226.

<sup>389</sup> Tr. (Day 3), p. 348:12–22.

227. As to the obligation to “make arrangements”, the United Kingdom submits that the Parties agree that such obligation is a joint one, incumbent upon both the Parties.<sup>390</sup> It follows that the mere fact that negotiations have not culminated in the intended outcome does not engage either Party’s international responsibility.<sup>391</sup> As such, the United Kingdom contends that neither Party could breach Article 19 solely on the basis that arrangements have not been made, particularly given that the Parties agree that Article 19 prescribes no time period within which the Parties are required to discharge their obligation to “make arrangements” for resettlement.<sup>392</sup>
228. Against this backdrop, the United Kingdom submits that it was under no obligation to resettle refugees in the absence of any arrangements concerning resettlement having been made between the Parties.<sup>393</sup> The United Kingdom further submits that Rwanda did not genuinely seek to engage in negotiations concerning Article 19.<sup>394</sup> According to the United Kingdom, despite the MoU having been agreed in May 2022, Rwanda does not claim ever to have sought to engage in discussions pursuant to Article 19 prior to or since sending its communication of 24 March 2025 initiating the dispute settlement procedures under Article 22 of the Agreement.<sup>395</sup> In these circumstances, the United Kingdom contends that Rwanda’s assertion in that communication that the United Kingdom had breached Article 19, and Rwanda’s subsequent “demand” to the Joint Committee to facilitate a discussion and attempted resolution of a dispute on that basis, cannot be characterised as a genuine attempt to negotiate any resettlement arrangements, but rather were protests, disputations or accusations that, under international law jurisprudence, would not amount to a genuine attempt to negotiate.<sup>396</sup> Moreover, the United Kingdom highlights that Rwanda’s correspondence did not put forth concrete proposals in respect of Article 19.<sup>397</sup> In further support of its position, the United Kingdom emphasises that the Joint Committee did not, in any event, have the power to “finalize” arrangements of any sort under the Agreement, its role being limited to making “non-binding recommendations” in respect of “the application and

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<sup>390</sup> Statement of Defence, para. 173; Tr. (Day 2), p. 235:5–9.

<sup>391</sup> Statement of Defence, para. 174.

<sup>392</sup> Statement of Defence, paras. 175–177; Tr. (Day 2), p. 235:10–14.

<sup>393</sup> Statement of Defence, paras. 188, 190; Tr. (Day 2), pp. 235:15–236:11.

<sup>394</sup> Tr. (Day 2), p. 248:9–12.

<sup>395</sup> Statement of Defence, para. 192.

<sup>396</sup> Statement of Defence, paras. 193(b)–(c), *citing* C-33, Letter from Clementine Mukeka to Daniel Hobbs, 24 March 2025; Tr. (Day 2), pp. 251:24–252:2.

<sup>397</sup> Tr. (Day 2), p. 252:3–10.

implementation” of the Agreement and “resolv[ing] issues of a technical or administrative character”.<sup>398</sup>

229. The United Kingdom refutes Rwanda’s assertion that the United Kingdom “refused” or was “not ... prepared” to enter into negotiations with a view to making arrangements under Article 19 of the Agreement, or that it was otherwise unwilling to engage in negotiations if Rwanda genuinely sought to pursue them.<sup>399</sup> The United Kingdom submits that “taking Rwanda’s case at its highest, that its letter of 2[4] March 2025 was an attempt to initiate negotiations under Article 19, ... the terms of the United Kingdom’s response show that it did not refuse to negotiate”.<sup>400</sup>
230. According to the United Kingdom, its letter of 1 April 2025, upon which Rwanda relies as evidence of the United Kingdom’s refusal to negotiate, bears no resemblance to conduct that would amount to an unwillingness to negotiate.<sup>401</sup> Specifically, the United Kingdom submits that its letter, in stating that Article 19 “does not place a binding legal obligation on the UK to resettle refugees from Rwanda to the UK as such arrangements have not been made”, “is a direct response to the allegation of breach which had just been levelled against the United Kingdom in Rwanda’s letter” and “also plainly a correct statement of the legal position”.<sup>402</sup> On this basis, the United Kingdom submits that, rather than evidencing its view on Article 19, its response that “[s]teps are still being taken to terminate the agreement and no further individuals will be relocated under the Partnership” “is not even about Article 19”, but rather concerns “the relocation of individuals from the United Kingdom to Rwanda”.<sup>403</sup> Further, the United Kingdom recalls that its letter contains its offer to convene a meeting to “discuss the issues raised in [Rwanda’s] letter” without discrimination as to what those issues were, which does not support Rwanda’s view that the United Kingdom was unwilling to negotiate.<sup>404</sup>
231. In the United Kingdom’s submission, there is no evidence on the record that it did not negotiate in good faith at the Joint Committee meeting that took place on 16 April 2025.<sup>405</sup> With regards to Rwanda’s invitation to the United Kingdom at the Hearing to confirm to the Tribunal whether it

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<sup>398</sup> Statement of Defence, para. 193(c), *citing* C-19, Asylum Partnership Agreement, art. 16(2); R-11, “Joint Committee: terms of reference (TOR)”, 1 July 2024; Tr. (Day 2), pp. 252:11–253:8.

<sup>399</sup> Statement of Defence, paras. 10(c), 185, 191, 193, 195(c), *citing* Statement of Claim, para. 2(c).

<sup>400</sup> Tr. (Day 3), p. 356:17–24.

<sup>401</sup> Statement of Defence, paras. 190, 195, *citing* CLA-12, *Tacna-Arica question (Chile, Peru)*, Award, 4 March 1925, II RIAA 926, p. 930; C-34, Letter from Daniel Hobbs to Clementine Mukeka, 1 April 2025.

<sup>402</sup> Tr. (Day 2), pp. 253:22–254:10.

<sup>403</sup> Tr. (Day 2), p. 255:20–23, *citing* C-34, Letter from Daniel Hobbs to Clementine Mukeka, 1 April 2025.

<sup>404</sup> Tr. (Day 2), p. 257:5–23; Tr. (Day 3), p. 357:13–24.

<sup>405</sup> Tr. (Day 2), p. 258:4–8.

would have been willing to resettle refugees, the United Kingdom submitted that “Rwanda’s case, based on two letters, is that the United Kingdom expressed a refusal to negotiate in its letter of 1 April 2025. The United Kingdom has met that case” and “is not required in reply submissions on the final day of the hearing to make any broader statement about what its position may have been if a proposal for resettlement had been presented to it”.<sup>406</sup> Furthermore, the United Kingdom responded as follows:

If Rwanda had raised a case in that regard, which it has not, and the United Kingdom had therefore wished to respond to such a hypothetical case, it would have needed to do so with reference to evidence. We recognise that that sort of evidence could not be delivered from the bar on instructions.<sup>407</sup>

**(b) Reparation**

232. The United Kingdom submits that Rwanda is not entitled to any of the forms of relief it seeks.<sup>408</sup>
233. As to Rwanda’s request for compensation in the amount of £6 million, the United Kingdom submits that compensation can only be awarded where there is a “direct and certain” causal nexus between the wrongful act and the injury suffered.<sup>409</sup> The United Kingdom submits that Rwanda cannot establish causation.<sup>410</sup>
234. The United Kingdom contends that, given that the Parties did not engage in any discussions concerning arrangements under Article 19 of the Agreement, there is no evidence, or available inference, as to what the terms of those arrangements may have been if negotiations had occurred and had culminated in agreement.<sup>411</sup> Furthermore, the United Kingdom posits that it is generally not possible to establish losses arising from a breach of a duty to negotiate, as no reliable counterfactual can be constructed, and it is not for the Tribunal “to determine what shall be the final result of these negotiations”.<sup>412</sup>

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<sup>406</sup> Tr. (Day 3), p. 361:1–8.

<sup>407</sup> Tr. (Day 3), p. 361:9–15.

<sup>408</sup> Statement of Defence, para. 199.

<sup>409</sup> Tr. (Day 2), p. 260:7–20.

<sup>410</sup> Tr. (Day 2), pp. 263:24–264:1.

<sup>411</sup> Statement of Defence, para. 211.

<sup>412</sup> Statement of Defence, paras. 207–210, citing **RLA-10**, *Gabčíkovo-Nagymaros Project (Hungary/Slovakia)*, Judgment, 25 September 1997, 1997 ICJ Rep. 7, para. 141; **RLA-27**, *Certain Activities Carried Out by Nicaragua in the Border Area (Costa Rica v. Nicaragua)*, Compensation Judgment, 2 February 2018, 2018 ICJ Rep. 15, paras. 32, 35; **CLA-17**, *Armed Activities on the Territory of the Congo (Democratic Republic of the Congo v. Uganda)*, Reparations Judgment, 9 February 2022, 2022 ICJ Rep. 13, para. 106.

235. The United Kingdom submits that, despite bearing the burden of proof in establishing its alleged losses, Rwanda's quantification "is based on pure speculation".<sup>413</sup> In this regard, the United Kingdom asserts that Rwanda has provided no credible basis for the assumption that the Parties would have agreed to resettle 300 vulnerable refugees in the United Kingdom, nor has it adduced evidence of the costs incurred in accommodating any refugees who could hypothetically have been resettled there had the Parties concluded the relevant arrangements.<sup>414</sup> The United Kingdom further submits that, given that only four individuals had been relocated from the United Kingdom under the Agreement at the time of the alleged breach, and that the United Kingdom had already indicated that no further relocations would take place, it is especially unlikely that it would have agreed to accept 300 refugees from Rwanda.<sup>415</sup> In response to Rwanda's reliance on the principle of reciprocity, the United Kingdom states that reciprocity was achieved through the ETIF payments and sums payable per individual relocated.<sup>416</sup>
236. The United Kingdom submits that Rwanda's proposal that the Parties be ordered to negotiate compensation payable is not appropriate in this case, where causal nexus has not been established and no injury has been substantiated.<sup>417</sup>
237. As regards Rwanda's request for an apology, the United Kingdom contends that the making of an apology is essentially a political act and it is therefore not appropriate for this Tribunal to order the United Kingdom to provide one.<sup>418</sup> The United Kingdom relies on a series of cases in which international courts and tribunals have found (even in circumstances involving serious humanitarian consequences) a declaration of wrongdoing to be sufficient satisfaction and declined to order an apology, clarifying that in *Rainbow Warrior*, the apology was ordered by the Secretary-General of the United Nations (not an international court or tribunal) in circumstances where the party was willing to provide an apology.<sup>419</sup> Should the Tribunal find that the United Kingdom has

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<sup>413</sup> Statement of Defence, para. 211.

<sup>414</sup> Statement of Defence, paras. 211(a)–(b).

<sup>415</sup> Statement of Defence, paras. 211(a)–(b).

<sup>416</sup> Tr. (Day 2), pp. 262:21–263:18.

<sup>417</sup> Tr. (Day 2), p. 264:10–20.

<sup>418</sup> Statement of Defence, para. 213, referring to **RLA-31**, *Certain Iranian Assets (Islamic Republic of Iran v. United States of America)*, Judgment, 30 March 2023, 2023 ICJ Rep. 51, paras. 224, 232; **RLA-20**, International Law Commission, Articles on Responsibility of States for Internationally Wrongful Acts (2001), Articles 37(1)–(2); **RLA-18**, *Certain Questions of Mutual Assistance in Criminal Matters (Djibouti v. France)*, Judgment, 4 June 2008, 2008 ICJ Rep. 177, paras. 173, 204; **CLA-11**, *Pulp Mills on the River Uruguay (Argentina v. Uruguay)*, Judgment, 20 April 2010, 2010 ICJ Rep. 14, para. 269; **CLA-16**, International Law Commission, Draft articles on Responsibility for Internationally Wrongful Acts, with commentaries (2001), Commentary to Article 37, paragraph (7).

<sup>419</sup> Tr. (Day 2), p. 265:7–22; Tr. (Day 3), pp. 361:23–363:11.

breached Article 19, the United Kingdom submits that such a finding would itself constitute adequate satisfaction and that Rwanda's request for a formal apology should therefore be dismissed.<sup>420</sup>

**B. ANALYSIS OF THE TRIBUNAL**

238. The Tribunal notes that Article 19 of the Agreement sets forth an obligation on both Parties. They jointly committed to "make arrangements" for the resettlement of a portion of Rwanda's most vulnerable refugees in the United Kingdom. In that article they recognised "both Parties' commitment towards providing better international protection for refugees".
239. Such arrangements could have only been the result of an agreement between the Parties. This presupposed a negotiation in good faith between them. Various issues would have been required to be addressed by the Parties in detail. To recall as an example, Part 2, consisting of Articles 4–8 of the Asylum Partnership Agreement, contained detailed provisions on "Relocation Arrangements" concerning relocation of individuals from the United Kingdom to Rwanda.
240. The Tribunal recalls that the Asylum Partnership Agreement was signed on 5 December 2023 and was to terminate on 13 April 2027 unless it was renewed by written agreement as provided in Article 23(1) thereof. There is no evidence before the Tribunal that at any time between the conclusion of the Agreement in December 2023 and March 2025 either Party proposed the negotiation of arrangements under Article 19.
241. In the view of the Tribunal, if Rwanda was interested in pursuing arrangements for the resettlement of its "most vulnerable refugees" in the United Kingdom, it was for Rwanda to initiate negotiations for the purpose of agreeing on the arrangements contemplated by Article 19 of the Agreement and to submit its proposal for such arrangements.
242. It was only on 24 March 2025, after the United Kingdom announced on 25 February 2025 certain measures it would take against Rwanda in response to the latter's alleged role in the events in the Democratic Republic of the Congo, that Rwanda raised the issue of arrangements contemplated in Article 19 of the Agreement. Rwanda's Co-Chair of the Joint Committee, established under Article 16 of the Agreement, sent a letter to her United Kingdom counterpart requesting to convene within 14 days "in light of the clear evidence of an existing dispute".<sup>421</sup> That request was made in accordance with Article 22(1) on the resolution of disputes. According to the letter, the

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<sup>420</sup> Statement of Defence, paras. 213–214.

<sup>421</sup> C-33, Letter from Clementine Mukeka to Daniel Hobbs, 24 March 2025.

dispute concerned two issues: (a) payment to the ETIF, and (b) resettlement of vulnerable refugees hosted by Rwanda to the United Kingdom.

243. In this letter, Rwanda expressed the view that “the UK has failed to take any concrete action to fulfill its obligations” relating to resettlement of “a portion of the most at-risk refugees from Rwanda”, calling the United Kingdom’s approach “obstructionist”. It demanded that “the Joint Committee urgently finalize arrangements for the resettlement of [the] refugees in the UK”. No proposal for arrangements was attached. Within a week, the United Kingdom Co-Chair of the Joint Committee responded by a letter<sup>422</sup> and suggested 11 April 2025 as a date for commencing “a virtual meeting of the Joint Committee to discuss the issues raised in your letter”. In his letter, he expressed the United Kingdom’s position that Article 19 of the Agreement “does not place a binding legal obligation on the UK to resettle refugees from Rwanda to the UK as such arrangements have not been made”.<sup>423</sup> He further recalled that the United Kingdom had earlier notified Rwanda that no future “removals of individuals” to Rwanda were scheduled and that the United Kingdom intended to formally terminate the Agreement.
244. The virtual meeting of the Joint Committee took place on 16 April 2025, but the Parties were unable to reach a mutually acceptable resolution of the matters discussed. No records from the meeting or any other documents relating to it were submitted to the Tribunal. Rwanda requested that “the settlement of the dispute now be sought through consultations”.<sup>424</sup>
245. The political consultation requested by Rwanda took place on 4 June 2025 without achieving any resolution of the Parties’ dispute.<sup>425</sup> The Tribunal was not provided with any precise information about the discussions or their subject matter during these consultations.
246. As the Tribunal understands, the issue of agreeing on the resettlement arrangements had not been pursued any further.
247. The Tribunal asked Rwanda whether it “ha[d] submitted to the United Kingdom any concrete proposal for arrangements envisioned in Article 19”.<sup>426</sup> No evidence of any such proposal was provided in answering the question. Counsel for Rwanda just stated that she was “instructed that Rwanda did indeed raise a resettlement proposal with the United Kingdom at the meeting of

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<sup>422</sup> C-34, Letter from Daniel Hobbs to Clementine Mukeka, 1 April 2025 (emphasis added).

<sup>423</sup> C-34, Letter from Daniel Hobbs to Clementine Mukeka, 1 April 2025 (emphasis added).

<sup>424</sup> R-45, Letter from Clementine Mukeka to Daniel Hobbs.

<sup>425</sup> Notice of Arbitration, para. 32.

<sup>426</sup> Tr. (Day 1), p. 138:18–20.

16 April, and for that purpose, had put together a proposal and an accompanying list”.<sup>427</sup> It is rather puzzling why any such document, if it was transmitted to the United Kingdom, was not submitted to the Tribunal with Rwanda’s written pleadings or in the answer to the question put. The Tribunal is unable to accept as evidence a statement of fact made by counsel on instructions.

248. As previously noted, the Parties had a joint obligation to make resettlement arrangements. It was open to either Party to pursue negotiations on those arrangements, but neither Party pursued the matter until Rwanda referred to a “dispute” on the resettlement of vulnerable refugees when it requested a meeting of the Joint Committee on 24 March 2025. Under these circumstances, the Tribunal cannot conclude that the United Kingdom failed to meet its obligation to make arrangements for resettlement of Rwanda’s most vulnerable refugees under Article 19 of the Agreement.
249. Accordingly, the Tribunal is of the unanimous view that it cannot uphold Rwanda’s claim that the United Kingdom was in breach of the obligation under that Article.

#### **VIII. COSTS**

250. In accordance with Article 42(2) of the PCA Rules, the Tribunal shall in the final award decide on the allocation of costs. Neither Party in its submissions requested that it be reimbursed the costs of its legal representation or the arbitration costs. In the circumstances of the present case, the Tribunal unanimously determines that each Party has to bear the costs of its legal representation and that the arbitration costs (fees and expenses of the Members of the Tribunal, of the PCA, and other costs incurred in relation to the organisation of the proceedings) shall be borne by the Parties equally.

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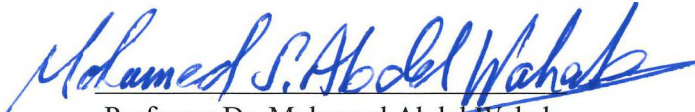
<sup>427</sup> Tr. (Day 3), p. 324:3–7.

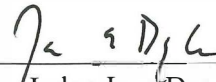
**IX. DISPOSITIF**

251. For these reasons, THE TRIBUNAL:

- (1) By majority rejects the Republic of Rwanda's Financial Arrangements claim in respect of the £50 million for Year 2 under paragraph 2.3.2 of the 2024 Finance Note;
- (2) Unanimously rejects the Republic of Rwanda's Financial Arrangements claim in respect of Year 3 in the amount of £50 million, or as alternatively, adjusted *pro rata* to £10.4 million;
- (3) Unanimously rejects the Republic of Rwanda's claim that the United Kingdom is in breach of Article 18 of the Agreement;
- (4) Unanimously rejects the Republic of Rwanda's claim that the United Kingdom is in breach of Article 19 of the Agreement; and
- (5) Unanimously decides that each Party shall bear the costs of its legal representation and that the arbitration costs shall be borne by the Parties equally.

Done at The Hague, this 15th day of May 2026,

  
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Professor Dr. Mohamed Abdel Wahab

  
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Judge Joan Donoghue

*(Signed subject to the attached  
Dissenting and Separate Opinion )*



\_\_\_\_\_  
H.E. Judge Peter Tomka  
Chairperson



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Ms. Ashwita Ambast  
Registrar