

## PART 1 DEFINITIONS

### 1. Definitions

- 1.1 The terms used in this Note have the same meaning as in the Memorandum of Understanding.
- 1.2 In addition, "Conclusive Decision" means the final decision whether or not to recognise an asylum seeker as a refugee or as having another humanitarian protection need, including any appeal of that decision.

## PART 2 - SUPPORT PRE-ASYLUM DECISION

### 2. Application

- 2.1 This Part applies to each Relocated Individual who is relocated under the Memorandum of Understanding and who has not yet had a Conclusive Decision made on their asylum claim. It describes the Participant's joint understanding of the assurances in paragraph 8 of the Memorandum of Understanding, which provides that, upon arrival, each Relocated Individual will be provided with accommodation that is adequate to ensure the health, security and wellbeing of the Relocated Individual and support that is adequate to ensure the health, security and wellbeing of the Relocated Individual.
- 2.2 Rwanda will ensure that each Relocated Individual is provided with or has access to (as appropriate) the accommodation and support set out in this Part without delay following their arrival in Rwanda until the Conclusive Decision on their asylum claim.

### 3. Accommodation

- 3.1 Each Relocated Individual will be provided with adequate accommodation that:
  - 3.1.1 is fit for purpose, habitable, in a good state of repair and maintained to an adequate standard;
  - 3.1.2 is located in a suitable place;
  - 3.1.3 meets adequate levels of hygiene and safety, including fire safety;
  - 3.1.4 provides the Relocated Individual with security and privacy;
  - 3.1.5 provides adequate washing and toilet facilities that the Relocated Individual may use in private;
  - 3.1.6 includes access to electricity and water;
  - 3.1.7 includes adequate furniture, including the Relocated Individual's own bed, and:
  - 3.1.8 access to a kitchen (unless the Relocated Individual is being provided with meals in accordance with paragraphs 4.1.1 and 4.2); and
    - 3.1.8.1 laundry facilities (unless the Relocated Individual is being provided with a laundry service); and
  - 3.1.9 is not overcrowded and provides each Relocated Individual with adequate space.
  - 3.1.9 is adequately ventilated and lit; and

3.1.10 is made suitable for Relocated Individuals with specific needs, such as reasonable adjustments in accordance with Relocated Individuals' physical and medical needs.

#### **4. Food**

4.1 Each Relocated Individual will be provided with food, in the form of either:

4.1.1 three meals per day (breakfast, lunch and dinner); or

4.1.2 a food allowance of an equivalent value.

4.2 If a Relocated Individual is provided with three meals per day:

4.2.1 the meals provided will:

4.2.1.1 be varied, balanced and meet adequate nutritional standards and meet the dietary needs of Relocated Individuals;

4.2.1.2 include non-alcoholic beverages;

4.2.1.3 meet any cultural or religious needs of the Relocated Individual;

4.2.1.4 meet any health-related dietary requirements of the Relocated Individual;  
and

4.2.2 the food service will:

4.2.2.1 be provided in a location easily accessible to the Relocated Individual; and

4.2.2.2 clearly advertise the availability of religious or culturally sensitive meals to Relocated Individuals.

4.3 Provision will be made for Relocated Individuals to have additional food or an additional food allowance if this is necessary to meet their religious needs or any health-related dietary requirements (unless the relocated person is being provided with meals in accordance with paragraphs 4.1.1. and 4.2).

#### **5. Other Essential Items**

5.1 Each Relocated Individual will be provided with other essential items, or a reasonable allowance for the purchase of essential items where not provided, including:

5.1.1 essential clothing;

5.1.2 personal linen;

5.1.3 a mobile telephone and SIM card that enables the Relocated Individual to access the internet;

5.1.4 personal toiletries; and

5.1.5 accessing recreation and pursuing religious needs.

#### **6. Health**

6.1 Rwanda will carry out an initial medical assessment of each Relocated Individual in order to establish their medical needs. This assessment will take place as soon as possible following the Relocated Individual's arrival in Rwanda.

6.2 Each Relocated Individual will have access to quality preventative and curative primary and secondary healthcare services that are at least of the standard available to Rwandan nationals, including:

6.2.1 inpatient services, including major surgery;

- 6.2.2 outpatient services;
  - 6.2.3 vaccinations, as appropriate;
  - 6.2.4 minor surgery;
  - 6.2.5 mental health services;
  - 6.2.6 dental care;
  - 6.2.7 family planning services and maternity services;
  - 6.2.8 Human Immunodeficiency Virus prevention programmes; and
  - 6.2.9 Covid-19 prevention program.
- 6.3 Each Relocated Individual will have access to mental health support services, including experience-sharing sessions and therapeutic sessions.
- 6.4 In accordance with their specific physical, medical needs, each Relocated Individual will be provided with personal assistive devices, such as a hearing aid or a walking stick.
- 6.5 For the avoidance of doubt, no Relocated Individual will be charged a fee for access to necessary health services. The healthcare services accessed by each Relocated Individual will be paid for by Rwanda, including:
- 6.5.1 expenses for diagnostic procedures;
  - 6.5.2 physiotherapists' fees;
  - 6.5.3 expenses arising from hospitalisation, including physician, surgeon, operating fees and expenses for the use of operating theatres, Intensive Care Units and High Dependency Units
  - 6.5.4 dressings and surgical appliances expenses;
  - 6.5.5 prescribed drugs expenses;
  - 6.5.6 the Relocated Individual's expenses and fees for mental health services; and
  - 6.5.7 expenses and fees for the personal assistive devices mentioned in paragraph 6.4.

## **7. Orientation and Legal Awareness Training**

- 7.1 Each Relocated Individual will be provided with the following, with access to an interpreter, if necessary:
- 7.1.1 information regarding the procedure for lodging a complaint about their accommodation and the delivery of other support;
  - 7.1.2 orientation information regarding Rwanda; and
  - 7.1.3 legal awareness training on the rights of refugees under the domestic law of Rwanda, international law and internal standards, and the basic domestic laws of Rwanda.

## **8. Transportation**

- 8.1 Unless it is reasonable for the Relocated Individual to walk to the relevant destination, taking into account factors such as the Relocated Individual's physical medical needs and the proximity of the destination:
- 8.1.1 Each Relocated Individual will be provided with transportation:
    - 8.1.1.1 to their accommodation, following their arrival in Rwanda;
    - 8.1.1.2 between their accommodation in Rwanda and any interview for the purposes of processing their asylum claim; and

- 8.1.1.3 between their accommodation in Rwanda and any hearing of an appeal of their asylum claim.

## **9. Interpretation services**

Each Relocated Individual will have access to basic language training and interpretation services.

## **10. Quality Education**

- 10.1 To support successful integration (and in accordance with the Refugee Convention):
  - 10.1.1 each Relocated Individual will have access to quality education and training at the following stages that is at least of the standard that is accorded to Rwandan nationals:
    - 10.1.1.1 secondary education;
    - 10.1.1.2 tertiary education; and
    - 10.1.1.3 vocational training; and
  - 10.1.2 Rwanda will recognise foreign school certificates, diplomas and degrees as provided by the MINEDUC regulations.
- 10.2 Each Relocated Individual will be provided with the scholastic materials necessary to complete their education or training, including, for example, stationery and exercise books.

## **PART 3 -SUPPORT POST-ASYLUM DECISION FOR REFUGEES AND PEOPLE UNDER HUMANITARIAN PROTECTION**

### **11. Application**

- 11.1 This Part applies to each Relocated Individual that has had a Conclusive Decision made on their asylum claim that they are recognised as a refugee or as having another humanitarian protection need. It describes the Participants' joint understanding of the assurances in paragraphs 10.1 and 10.2 of the Memorandum of Understanding, which provides for the same level of support and accommodation as a Relocated Individual seeking asylum, integration into society and treatment in accordance with the Refugee Convention and international and Rwandan standards, including freedom of movement. These measures contribute towards the meeting of such standards, but do not necessarily define their extent.
- 11.2 Rwanda will ensure that the Relocated Individual:
  - 11.2.1 continues to be offered the support set out in the Part 2 of this Note; and
  - 11.2.2 as soon as practicable following the Conclusive Decision, is offered the support set out in paragraphs 12 to 14 of this Note.
- 11.3. Rwanda will ensure that each Relocated Individual is offered the support referred to in paragraph 11.2 of this Note in accordance with their needs until:
  - 11.3.1 the end of the period of five continuous years from the date of their arrival in Rwanda: or

- 11.3.2 if earlier, the date on which the Relocated Individual voluntarily leaves Rwanda on a permanent basis, if applicable.

## **12. Language training**

Each Relocated Individual will be offered training in the English or French and Kinyarwanda languages.

## **13. Professional development**

- 13.1 To enable Relocated Individuals to become self-sufficient, each Relocated Individual will be offered access to professional development training, including:
- 13.1.1 training and support in finding paid employment in Rwanda; and
  - 13.1.2 training in income-generation and micro-financing skills for self-employment.

## **14. Integration programmes**

Each Relocated Individual will be offered integration programs such as those provided by recreational centres that offer the opportunity to participate in sports and leisure activities.

## **15. Treatment in accordance with Refugee Convention, including Freedom of movement**

- 15.1 At all times, Rwanda will ensure that each Relocated Individual will benefit from the rights set out in, and will be treated in accordance with, the Refugee Convention, such as in relation to employment and self-employment; public relief; labour legislation and social security; and administrative assistance.
- 15.2 In particular, and in accordance with the Refugee Convention, each Relocated Individual will be:
- 15.2.1 afforded freedom of movement; and
  - 15.2.2 issued, without delays, with any documentation required to enable their free movement, including identity papers and travel documents for the purpose of travel outside of Rwanda.

## **PART 4 -SUPPORT POST -ASYLUM DECISION FOR OTHER RELOCATED INDIVIDUALS**

### **16. Application**

- 16.1 This part applies to each Relocated Individual that has had a Conclusive Decision made on their asylum claim that they are not recognised as a refugee or as having another humanitarian protection need. It describes the Participant's joint understanding of the assurances in paragraph 10.3 of the Memorandum of Understanding, which provides for adequate support and accommodation for the Relocated Individual's health and security until such a time as their status is regularised or they leave or are removed from Rwanda.
- 16.2 In accordance with paragraph 10.3.1 of the Memorandum of Understanding, Rwanda will offer the Relocated Individual the opportunity to regularise their immigration status.

- 16.3 Further, and in accordance with paragraph 10.3.2, Rwanda will ensure that the Relocated Individual continues to be offered the support referred to in part 2 of this Note in accordance with their needs until:
- 16.3.1 the end of the period of up to three years from the date of the Conclusive Decision; or
  - 16.3.2 if earlier, the date on which the Relocated Individual voluntarily leaves Rwanda on a permanent basis or is removed to another country by Rwanda, if applicable.

## **PART 5 – FINAL PROVISIONS**

### **17. Complaints**

Arrangements will be made so that a Relocated Individual may lodge a complaint about their accommodation and the delivery of other support with the representative of the Government of Rwanda who is responsible for handling such complaints. Any such complaint will be recorded and, once resolved, that record will be updated with the details of how it was resolved.

### **18. Governance and monitoring**

The implementation of the assurances in this Note will be monitored by the Joint Committee and the Monitoring Committee established under [paragraph 30] of the Memorandum of Understanding.

### **19. Amendment of this Arrangement**

- 19.1 Amendments of this Note Verbale may only be made by mutual written consent of the Participants.

### **20. Status**

For the avoidance of doubt, the assurances in this Note describes what is understood by the Participants of the assurances in the Memorandum of Understanding. They do not create or confer any right on any individual or third party, nor will compliance with the assurances be justiciable in any court of law.