



Rwanda No. 1 (2023)

# 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 Agreement to Strengthen Shared International Commitments on the Protection of Refugees and Migrants

Kigali, 5 December 2023

[The Agreement is not in force]

*Presented to Parliament  
by the Secretary of State for Foreign, Commonwealth and Development Affairs  
by Command of His Majesty  
December 2023*





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**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**

The Government of the United Kingdom of Great Britain and Northern Ireland (the “United Kingdom”) and the Government of the Republic of Rwanda (“Rwanda”), together the Parties and in singular the Party,

**WISHING** to continue the excellent bilateral relations between both countries,

**APPRECIATING** the deep economic, social and historical ties between the Parties,

**CONSIDERING** that for many years, Rwanda has willingly been hosting and giving shelter to hundreds of thousands of refugees, offering adequate systems of refugee protection, consistent with the principles of international solidarity that underpin the international refugee protection system, and committed to the notion that cooperation and burden-sharing with respect to refugee status claimants can be enhanced. Rwanda has made significant commitments to the protection and assistance of refugees including by signing the Memorandum of Understanding with the African Union (AU) and the UNHCR establishing the Emergency Transit Mechanism (ETM) aiming to provide life-saving protection, assistance and long-term solutions to extremely vulnerable refugees trapped in detention in Libya, through temporary evacuation to Rwanda,

**CONSIDERING** that the United Kingdom has a long proud history of providing protection to those who need it, in accordance with international obligations. As like-minded partners, the United Kingdom and Rwanda shall work together to promote a new, fair and humane approach to asylum, deter illegal migration and create safe and legal routes for those fleeing persecution,

**CONSIDERING** that migrants and refugees make perilous journeys across borders and oceans in search of safety and economic opportunity, running away from armed conflicts, famine, climate change and other hardships they have encountered in their home countries and that mass movement of irregular migrants organised by people smugglers is overwhelming the existing international asylum system,

**ACKNOWLEDGING** the need to provide international protection for refugees and underlining the importance of effective and functioning systems which provide protection and a durable solution to those in need whilst preventing abuse,

**CONSIDERING** the United Kingdom’s desire to encourage asylum seekers to claim asylum in the first safe country they reach and deter dangerous onward travel and subsequent illegal entry,

**CONSIDERING** the United Kingdom’s desire to respond to the current challenges presented by illegal migration and apply the principle of the partnership to all individuals who enter or arrive in the United Kingdom illegally regardless of whether they have made a protection claim, human rights claim or claim to be a victim of modern slavery or human trafficking and have not come directly from a territory where their life and freedom was threatened,

**CONSIDERING** Rwanda’s commitment to bridging the gap in economic opportunities and human capital that is the root cause of irregular migration and desiring to provide safety and opportunities to asylum seekers and migrants,

**REAFFIRMING** the commitment to strengthen and deepen bilateral cooperation to enhance the international protection of refugees by promoting responsibility sharing by ensuring that refugees are not subject to penalties on account of their illegal entry or presence, and ensuring the expeditious determination of claims to refugee status and asylum, and that the relevant criteria are interpreted reflecting the applicable international law and standards,

**HAVING** regard to the Parties’ commitment to upholding fundamental human rights and freedoms without discrimination, as guaranteed by the Parties’ national legislation, by their strong histories of implementing the 1951 Convention Relating to the Status of Refugees and the 1967 Protocol Relating to the Status of Refugees and by their other respective international legal obligations,

**HAVING** regard to the fact that the Parties have both ratified the United Nations Convention on the Rights of the Child and are committed to upholding the fundamental rights of every child without discrimination, in accordance with that Convention,

**DESIRING** to facilitate co-operation between the Parties in order to contribute to the prevention and combating of illegally facilitated and unlawful cross border migration by establishing a bilateral asylum partnership in which Rwanda agrees to receive migrants from the United Kingdom, to consider claims for asylum, give effect to their rights under international law and arrange for their settlement in Rwanda,

**HAVE AGREED** as follows:

## ARTICLE 1

### **Introduction, definitions and interpretation**

1. In this Agreement and its Annexes:
  - a. “**Agreement**” means this Agreement and the Annexes;

- b. **“Child”** means a person under the age of 18 years old who is being considered for relocation or is relocated in accordance with this Agreement and includes any individual who a court or tribunal in the United Kingdom has ordered must be treated as a child or any individual the United Kingdom has confirmed to Rwanda must be treated as a child;
- c. **“Conclusive Decision”** means the final decision whether to recognise an asylum seeker as a refugee or as having another humanitarian protection need, including any appeal of that decision;
- d. **“Family”** means a family unit made up of at least one Relocated Individual aged 18 or above who has parental responsibility or who is the guardian of at least one Child;
- e. **“Humanitarian Protection Claim”** means a claim that return to the Relocated Individual’s country of origin would result in a real risk of their being subject to inhuman, degrading treatment or torture or a real risk to their life;
- f. **“Information”** means data collected for purposes related to the administration of and complying with the Parties’ respective obligations under the Agreement and includes but is not limited to personal data. Information may be in oral, visual, electronic or documentary form;
- g. **“Joint Committee”** means the committee formed under Article 16 of this Agreement;
- h. **“Monitoring Committee”** means the committee formed under Article 15 of this Agreement;
- i. **“Month”** means a calendar month;
- j. **“Records”** means all recorded information held including in oral, visual, electronic or documentary form;
- k. **“Refugee Convention”** means the 1951 Convention in Relation to the Status of Refugees and the 1967 Protocol Relating to the Status of Refugees;
- l. **“Relocated Individual”** means an individual who is being considered for removal, is being removed or has been removed from the United Kingdom to Rwanda in accordance with this Agreement and includes any Child;
- m. **“Travel Document”** means the Relocated Individual’s passport, if they physically hold one, or the document issued to each individual by the United Kingdom and approved by Rwanda for the purpose of travel to Rwanda in accordance with this Agreement;

- n. **“Working Day”** means any day Monday to Friday, excluding any recognised United Kingdom or Rwandan public holidays;
  - o. **“Year”** means a full calendar year.
2. References to the singular include the plural, and vice versa.
3. The headings in this Agreement are for ease of reference only and shall not affect the interpretation or construction of the Agreement.
4. Any references to policy bulletins, enactments, orders, statutes, rules, regulations or other similar instruments shall be construed as a reference to the policy bulletin, enactment, order, statute, rules, regulation or instrument as amended or replaced by any subsequent policy bulletin, enactment, order, statute, rules, regulation or instrument.

## **PART 1 - RESPONSIBILITIES OF THE PARTIES**

### **ARTICLE 2**

#### **Objectives**

1. The overarching objective of this Agreement is 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 people smugglers who are exploiting vulnerable people.
2. To that end, the Agreement commits both Parties by the specific, clear and binding obligations assumed by each under this Agreement to the creation, maintenance and enforcement of a partnership for dealing with Relocated Individuals, including in the consideration and determination of claims for refugee status.
3. These objectives shall be secured by:
- a. 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;
  - b. creating a mechanism for the relocation to Rwanda of other individuals arriving illegally in the United Kingdom and providing an option for people who, after removal from the United Kingdom, desire asylum or protection to make such a claim in Rwanda or for alternative settlement



in Rwanda for Relocated Individuals whose asylum claim has been refused in Rwanda;

- c. creating a mechanism for the settlement of all Relocated Individuals removed from the United Kingdom to Rwanda and providing them with adequate tools to successfully integrate in Rwandan society;
- d. specifying the detail of those mechanisms in the binding terms and specific obligations set out in this Agreement.

### ARTICLE 3

#### **General**

1. The Parties agree that the obligations in this Agreement shall be met in respect of all Relocated Individuals, regardless of their nationality, and without discrimination.

2. The Parties agree 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. Those steps shall include continuing discussions, support and the fullest cooperation between the Parties with a view to maintaining and enhancing their practical ability to do so. Both Parties recognise the importance to that end of the monitoring arrangements set out in this Agreement, and the taking of all reasonable steps to ensure that that monitoring is as effective as possible.

3. A Relocated Individual who is a Child may act through their parent, guardian or a responsible adult in respect of any actions of a Relocated Individual in this Agreement. Any communications with a Relocated Individual shall, when the Relocated Individual is a Child, be via that Child's parent, guardian or a responsible adult, or in the presence of the Child's parent, guardian or a responsible adult.

4. The Agreement does not cover unaccompanied children and the United Kingdom confirms that it shall not seek to relocate unaccompanied individuals who are deemed to be under the age of 18. Any unaccompanied individual who, subsequent to relocation, is deemed by a court or tribunal in the United Kingdom to either be under the age of 18 or to be treated temporarily as being under the age of 18, shall be returned to the United Kingdom in accordance with Article 11 of this Agreement.

5. The Parties agree to publish this Agreement so that officials and other persons involved in the implementation of the Agreement know of its existence, its binding nature and its provisions and comply with the same.

6. Under the constitution of Rwanda this Agreement shall become domestic law in Rwanda upon ratification.

## **PART 2 – RELOCATION ARRANGEMENTS**

### **ARTICLE 4**

#### **Relocation arrangements**

1. The United Kingdom shall determine the timing of a request for relocation of individuals under this Agreement and the number of requests for relocation to be made during the term of this Agreement. The United Kingdom shall not be obliged to make any request for relocation under this Agreement.
2. All transfer requests by the United Kingdom shall require approval by Rwanda prior to any relocation.
3. The Parties shall make arrangements for the process of request and approval of individuals for relocation to Rwanda, taking into account Rwanda's capacity to receive them, and all administrative and other needs associated with their transfer and which are necessary to ensure that the obligations in this Agreement can be fully complied with.
4. In line with national legislation, Rwanda shall ensure timely issuance of any authorisations required for the overflight of their territory and the landing in Rwanda of commercial aircraft or chartered flights transporting Relocated Individuals.

### **ARTICLE 5**

#### **Reception in the United Kingdom and provision of information**

1. The United Kingdom shall be responsible for the initial screening of Relocated Individuals, before relocation to Rwanda occurs in accordance with this Agreement. This process shall start without undue delay after the prospective Relocated Individual arrives in the United Kingdom and has come to the attention of the United Kingdom.
2. Upon requesting the transfer of a Relocated Individual, the United Kingdom shall provide Rwanda with Information that is necessary to enable Rwanda to make decisions on whether to accept the Relocated Individual. The Information shall consist of biographic and biometric information, which may include the name, sex and date of birth of the individual, their nationality, photograph, any known criminal records and/or security issues and a copy of their Travel Document if they have one. Additionally, the United Kingdom may provide details of:
  - a. any special needs that the Relocated Individual may have that shall need to be accommodated in Rwanda;

- b. any health issues it is necessary for Rwanda to know before receiving the Relocated Individual;
  - c. any further available biographic data and, subject to satisfactory establishment of a data sharing process, biometric data of the Relocated Individual, including fingerprints;
  - d. the outcome of any decision in the United Kingdom as to whether the Relocated Individual is a victim of trafficking;
  - e. confirmation of any pending legal challenge regarding the Relocated Individual's removal from the United Kingdom or relocation to Rwanda under this Agreement, or regarding their age assessment in the United Kingdom or any other legal proceedings impacting the implementation of the provisions under this Agreement for a specific Relocated Individual in Rwanda; and
  - f. any such available additional information as may be requested by Rwanda and agreed to be provided by the United Kingdom.
3. On receipt of the data listed in Article 5(2), Rwanda shall decide whether to accept an individual for transfer and, unless Article 5(4) applies, shall do so no more than 10 (ten) Working Days from the date the request from the United Kingdom was made.
4. This paragraph applies where it is not possible for Rwanda to make a decision within 10 (ten) Working Days due to a requirement for additional information. In such instances, there shall be a further 5 (five) Working Days to reach a decision following the provision of the requested additional information.
5. Nothing in this Agreement obliges Rwanda to approve the transfer of a Relocated Individual.
6. For the avoidance of any doubt, nothing in Article 5(2) obliges the United Kingdom to disclose information if it would be contrary to the United Kingdom's domestic laws or international obligations to do so.

## ARTICLE 6

### **The process of relocation to Rwanda**

1. After a Relocated Individual has been accepted for transfer, the United Kingdom shall provide further information where possible on each case for the purposes of assisting Rwanda to plan and make positive arrangements for the safe transfer and reception of Relocated Individuals. This information should normally be provided at least 7 (seven) calendar days before transfer.

2. This information shall include: Travel Document number, transiting countries, period of stay in the United Kingdom, details of spoken languages, any family affiliation with other Relocated Individuals, religion, details of any known physical or mental health conditions that could need ongoing treatment or support, any special dietary requirements, outcome of any decision in the United Kingdom as to whether the individual is or is likely to be a victim of trafficking. Any update to this information, or any update in respect of information listed in Article 5(2), shall be provided by the United Kingdom alongside the provisional manifest for a flight.

3. The United Kingdom shall arrange the Relocated Individual's transport to Rwanda and shall ensure that all the necessary authorisations have been obtained from the relevant authorities of the United Kingdom, any countries of transit and Rwanda in relation to the traffic of commercial or chartered flights or other means of transport.

4. The United Kingdom shall assume responsibility for the safe transportation of Relocated Individuals to Rwanda by aircraft, including the provision of escorts as necessary.

5. The United Kingdom shall share the Travel Document details of the Relocated Individuals transported to Rwanda by aircraft as soon as possible after departure of the aircraft.

## ARTICLE 7

### **Arrival**

1. Rwanda shall give access to its territory to the Relocated Individuals, in accordance with this Agreement.

2. Upon disembarkation of Relocated Individuals in Rwanda, Rwanda shall check the details of the arrivals against the list of Travel Document numbers provided by the United Kingdom and provide the United Kingdom with written confirmation of their arrival.

## ARTICLE 8

### **Reception arrangements and accommodation**

1. Upon arrival, Rwanda shall provide each Relocated Individual with accommodation and support that is adequate to ensure the health, security and wellbeing of the Relocated Individual. In particular, Rwanda shall ensure that each Relocated Individual is provided with or has access to (as appropriate) the accommodation and support set out in Part 1 of Annex A without delay following their arrival in Rwanda.

2. A Relocated Individual shall be free to come and go, including to and from accommodation that has been provided, at all times.

3. Rwanda shall provide Relocated Individuals arriving under the terms of this Agreement with information detailing how to raise a claim for asylum or humanitarian protection upon arrival and shall provide adequate opportunity to raise such a claim.

## **PART 3 – PROCESSING OF CLAIMS**

### **ARTICLE 9**

#### **Processing arrangements**

1. In the case of a Relocated Individual who raises an asylum or Humanitarian Protection Claim once they are in Rwanda, Rwanda shall ensure that at all times it shall treat each Relocated Individual, and process their claim for asylum, in accordance with the Refugee Convention and this Agreement, and process their Humanitarian Protection Claim in accordance with this Agreement.

2. Rwanda shall ensure that the necessary systems are in place to ensure the obligations contained in Annex B which relate to the processing of claims are complied with, including capacity building within the decision-making process.

3. A Relocated Individual who is a Child shall be able to raise an asylum or Humanitarian Protection Claim in their own right (noting that unaccompanied children shall not be relocated to Rwanda under this Agreement).

## **PART 4 – TREATMENT OF RELOCATED INDIVIDUALS**

### **ARTICLE 10**

#### **Assurances as to treatment**

1. For those recognised as refugees by Rwanda, Rwanda shall grant the Relocated Individual refugee status and provide the same level of support and accommodation as a Relocated Individual seeking asylum, integration into society and freedom of movement in accordance with the Refugee Convention. Those recognised as refugees shall be treated in accordance with the Refugee Convention and international and Rwandan laws. At a minimum, Rwanda agrees to provide the support and accommodation listed in Part 2 of Annex A. Any Child who forms part of a Family with an adult Relocated Individual who is granted refugee status, shall be granted the same status as that adult Relocated Individual.

2. For those who are not recognised as refugees, Rwanda shall consider whether the Relocated Individual has another humanitarian protection need, such that return to their country of origin would result in a real risk of their being subject to inhuman, degrading treatment or torture or a real risk to their life. Where such a protection need exists, Rwanda shall provide treatment consistent with that offered to those recognised as refugees (as set out in Article 10(1)) and permission to remain in Rwanda. Such persons shall be afforded equivalent rights and treatment to those recognised as refugees and shall be treated in accordance with international and Rwandan laws. At a minimum, Rwanda agrees to provide the support and accommodation listed in Part 2 of Annex A. Any Child who forms part of a Family with an adult Relocated Individual whose protection need is recognised, shall be granted the same status as that adult Relocated Individual.

3. No Relocated Individual (even if they do not make an application for asylum or humanitarian protection or whatever the outcome of their applications) shall be removed from Rwanda except to the United Kingdom in accordance with Article 11(1). The Parties shall cooperate to agree an effective system for ensuring that removal contrary to this obligation does not occur, which includes systems (with the consent of the Relocated Individual as appropriate) for returns to the United Kingdom and locating, and regularly monitoring the location of, the Relocated Individual.

4. For those Relocated Individuals not falling under Articles 10(1) and 10(2), Rwanda shall:

- a. regularise that person's immigration status in Rwanda, so as to ensure a right to remain in Rwanda in the form of a permanent residence permit;
- b. provide adequate support and accommodation for the Relocated Individual's health and security in accordance with Part 1 of Annex A, from arrival in Rwanda until such a time as their status is regularised in accordance with Article 10(4)(a);
- c. once their status is regularised, grant the rights and treatment as set out in Part 2 of Annex A;
- d. grant any Child who forms part of a Family with that Relocated Individual the same status, rights and treatment as the Relocated Individual.

5. Nothing in this Article requires Rwanda to take steps to prevent a Relocated Individual from leaving Rwanda should the Relocated Individual so wish.

6. When the Relocated Individual to whom refugee status has been granted or whose humanitarian protection need is recognised, is a Child, Rwanda shall, when considering what status to grant a parent or guardian of that Child, give primary consideration to the rights and best interests of the Child in accordance with

international law (including maintenance of the family unit) (noting that unaccompanied children shall not be relocated to Rwanda under this Agreement).

## ARTICLE 11

### **Facilitation of United Kingdom court proceedings and court orders and return to the United Kingdom**

1. The United Kingdom may make a request for the return of a Relocated Individual.
2. Following a request mentioned in Article 11(1), Rwanda shall, with the Relocated Individual's consent (or where the Relocated Individual is a Child, the consent of a parent, guardian or a responsible adult), make the Relocated Individual or Relocated Individuals (as the case may be) available for return to the United Kingdom and shall provide reasonable assistance, for example with serving documents, interpretation of those documents and informing the United Kingdom of any necessary information for the safe transfer to and reception of the Relocated Individual in the United Kingdom. The United Kingdom shall otherwise be responsible for the organisation and cost of any return flight.
3. If the Relocated Individual is a Child, the Child shall be returned with any parents/guardians and siblings who are in Rwanda. If the Relocated Individual is an adult, they shall be returned with any spouse or partner and dependants.
4. Rwanda shall take all reasonable steps to facilitate a Relocated Individual's access to facilities for:
  - a. private communication between the Relocated Individual and their United Kingdom based legal representative or other persons associated with legal proceedings in the United Kingdom (such as experts), for the purpose of legal proceedings in the United Kingdom or the European Court of Human Rights challenging their removal from the United Kingdom or their relocation to Rwanda;
  - b. private communication between the Relocated Individual and their United Kingdom based legal representative or other persons associated with legal proceedings in the United Kingdom (such as experts), for the purpose of any other legal proceedings which the Relocated Individual would otherwise need to communicate with were they in the United Kingdom;
  - c. private video conferencing to attend or give evidence in court or tribunal proceedings in the United Kingdom which the Relocated Individual would otherwise be able to attend or give evidence at, were they in the United Kingdom, including challenges to their removal from the United Kingdom or their relocation to Rwanda.

## ARTICLE 12

### **Provision of information for the purpose of legal proceedings**

1. Rwanda shall provide the United Kingdom with any Information that it holds, upon request of the United Kingdom and without undue delay, for the purpose of defending a legal claim brought in a United Kingdom court or tribunal in connection with a transfer or proposed transfer of one or more persons under this Agreement.
2. Nothing in Article 12(1) shall oblige Rwanda to provide information if to do so would be contrary to its domestic laws.

## ARTICLE 13

### **Modern slavery**

1. Rwanda shall have regard to information provided about a Relocated Individual relating to any special needs that may arise as a result of their being a victim of modern slavery or human trafficking, and shall take all necessary steps to ensure that these needs are accommodated.
2. For the purposes of Article 13(1), Rwanda agrees to treat as a victim of modern slavery and human trafficking a Relocated Individual who has received a positive reasonable grounds decision made by the United Kingdom (in those cases where the United Kingdom is not obliged to make a conclusive grounds decision prior to removal).

## **PART 5 – MONITORING AND COMPLAINTS**

## ARTICLE 14

### **Access for inspection and monitoring**

1. The Joint Committee shall ensure that the Monitoring Committee has unfettered access to the following for the purposes of completing their assessments and reports:
  - a. the locations they are required to inspect under their terms of reference, save that a Relocated Individual may refuse them entry to their private accommodation if they do not wish it to be inspected;
  - b. relevant officials, employees and agents of both Parties for interview;
  - c. any other person they may wish to interview who is willing to be interviewed;



- d. the Records held in relation to Relocated Individuals at all stages of the relocation process from the initial screening by the United Kingdom up to and including the asylum process as well as Records of decisions taken about them;
  - e. Records of those granted or refused refugee status and of appeals raised against refusals of refugee status and their outcome;
  - f. Records of any procedures that directly impact Relocated Individuals;
  - g. Records of all complaints made by Relocated Individuals and their outcomes; and
  - h. interviews, hearings and appeals proceedings of Relocated Individuals or interviews, hearings and appeals proceedings of individuals whose claim is being assessed under the same rules, laws or procedures as Relocated Individuals.
2. Both Parties shall deploy a liaison officer in their respective diplomatic missions for a better coordination of this Agreement.
3. In order to facilitate co-ordination under this Agreement, respective liaison officers deployed by Rwanda and the United Kingdom under Article 14(2) shall be allowed in the operational process in both the United Kingdom and Rwanda, including the screening of asylum seekers.

## ARTICLE 15

### **Monitoring Committee**

1. The Parties shall make arrangements for the formation and maintenance of a Monitoring Committee, throughout the term of this Agreement (including any renewal).
2. The Monitoring Committee shall be comprised of persons independent of both Parties.
3. The key function of the Monitoring Committee shall be to advise on all steps they consider appropriate to be taken to effectively ensure that the provisions of this Agreement are adhered to in practice, including all steps they consider appropriate to prevent, or assist in the prevention of, those provisions not being adhered to in practice; and to suggest improvements to the processes in this Agreement. The Joint Committee may, by agreement and in consultation with the Monitoring Committee, add to the functions of the Monitoring Committee.

4. The Monitoring Committee shall agree its own terms of reference, subject only to additional terms of reference set by the Joint Committee in accordance with Article 16(5). The Monitoring Committee's terms of reference shall cover the functions of the Monitoring Committee which, in respect of the key function at Article 15(3), shall be:

- a. monitoring the entire relocation process from the beginning including the initial screening and decision making in the United Kingdom and the information provided by the United Kingdom to Rwanda and including (with the consent of the Relocated Individual) observing interviews, hearings and appeals in both the United Kingdom and Rwanda;
- b. reporting to the Joint Committee (and, following notification to the Joint Committee, publishing reports as they see fit) on its findings as to for example reception conditions, accommodation, processing of asylum claims, treatment and support of Relocated Individuals at all times whilst they remain in Rwanda and the Parties' implementation of the obligations contained in this Agreement;
- c. making recommendations to the Joint Committee.

5. The terms of reference, consistent with this Article, shall be published.

6. The Parties shall without delay afford access to all information and inspection facilities (including without notice inspections) that the Monitoring Committee considers is necessary to enable it most effectively to carry out their functions.

7. There shall be an enhanced initial monitoring period for a minimum period of 3 (three) months (from the date Relocated Individuals in the United Kingdom start to be notified that they are being removed under this Agreement), where monitoring shall take place daily, to ensure rapid identification of and response to any shortcomings.

8. The Monitoring Committee shall be able to engage a support team. The support team shall not comprise any individuals who are employees of either Party and, under the guidance of the Monitoring Committee, shall assist the Monitoring Committee fulfil its duties and shall provide a secretariat to the Monitoring Committee.

9. The Monitoring Committee shall develop a system and process to enable Relocated Individuals and legal representatives to lodge confidential complaints direct to the Monitoring Committee of alleged failures to comply with the obligations in this Agreement (including as to the treatment of a Relocated Individual), or any element of the processing of their asylum claim in accordance with this Agreement. The Monitoring Committee shall have information about other complaints mechanisms inbuilt in both Parties' institutions and shall, where appropriate, refer them back to those mechanisms for resolution.

10. In conducting its duties, the Monitoring Committee shall respect the Parties' domestic laws, including data protection laws.

## ARTICLE 16

### **Joint Committee**

1. A Joint Committee composed of the representatives of both Parties shall be maintained throughout the term of this Agreement (including any renewal) and shall be co-chaired by a representative of each Party of appropriate seniority.

2. The role of the Joint Committee shall be to:

- a. monitor and review the application and implementation of this Agreement and to make non-binding recommendations in respect thereof; and
- b. provide a forum for the Parties to exchange information, discuss best practice including relevant guidance from external stakeholders, and resolve issues of a technical or administrative character.

3. The Joint Committee shall meet at the request of either Party, and in any event no less than every month for the first 6 (six) months after the entry into force of the Agreement, and thereafter once every 6 (six) months, unless the co-chairs decide otherwise. The co-chairs shall set the Joint Committee's schedule of meetings and agenda by mutual consent. Meetings may be held remotely.

4. The co-chairs may set terms of reference for the Joint Committee, which shall include the secretariat function as well as such other tasks as may be required.

5. The co-chairs may set terms of reference for the Monitoring Committee in addition to but not contrary to those provided in Article 15 of this Agreement.

## **PART 6 – INFORMATION MANAGEMENT AND PROTECTION**

### ARTICLE 17

#### **General**

The Parties shall adhere to Annex C when processing Information transferred under this Agreement.

## **PART 7 – FINANCIAL ARRANGEMENTS**

### ARTICLE 18

#### **Financial arrangements**

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

## **PART 8 – OTHER AGREEMENTS**

### ARTICLE 19

#### **Resettlement of vulnerable refugees**

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.

### ARTICLE 20

#### **Amendments to the Agreement**

1. This Agreement may be amended at any time by mutual agreement between the Parties. Agreed amendments shall enter into force on the date of receipt of the last notification by the Parties that their internal procedures for entry into force have been completed.
2. In particular, the Parties agree to review the category of person eligible for relocation under this Agreement and to make any amendments considered by both Parties to be necessary to ensure that the provisions continue to support the objectives specified in this Agreement.

### ARTICLE 21

#### **Continuation of responsibilities**

In respect of Relocated Individuals who have been relocated to Rwanda under this Agreement, the Parties shall continue to comply with their obligations under their relevant domestic laws, international law and this Agreement once it ceases to have effect.

## ARTICLE 22

### **Disputes**

1. In the event of a dispute arising out of or relating to this Agreement, including any question regarding its existence, validity, termination, interpretation or implementation, the Parties shall refer the dispute to the Joint Committee which shall meet within 14 (fourteen) Working Days to discuss and seek resolution to the dispute by consultation.
2. If the dispute is not settled by the Joint Committee under Article 22(1) within 21 (twenty-one) Working Days of the commencement of those consultations, settlement of that dispute shall be sought by consultation between the Parties at political level.
3. In the event that the dispute is not settled by consultation under Article 22(2) (at political level), within 21 (twenty-one) Working Days, it shall be referred and finally resolved by arbitration in accordance with the Permanent Court of Arbitration Arbitration Rules 2012, but ensuring that by agreement of the Parties, third parties with an appropriate interest would be invited to participate in the arbitration.
4. In any arbitration commenced pursuant to this Agreement:
  - a. the language used in arbitral proceedings shall be English;
  - b. the number of arbitrators shall be three;
  - c. each Party shall nominate one appropriately qualified individual with expertise relevant to the dispute(s) in question;
  - d. a chairperson with public international law and arbitration experience and expertise relevant to the dispute in question shall be agreed by the Parties; and
  - e. in the absence of agreement by the Parties as to the identity of the chairperson under Article 22(4)(d) or if a Party fails to nominate an arbitrator under Article 22(4)(c) within 14 (fourteen) Working Days, the Secretary-General of the Permanent Court of Arbitration shall act as appointing authority and constitute the arbitration tribunal promptly and in any event within 14 (fourteen) calendar days.
5. Any arbitration referred in accordance with Article 22(3) shall be resolved within 60 (sixty) Working Days of the panel being constituted (or as otherwise agreed by the disputing Parties).

## ARTICLE 23

### **Duration, effect and termination**

1. This Agreement shall last until 13 April 2027 at which point the Agreement shall terminate unless the Agreement is renewed by written agreement.
2. In the event that an order issued by a court of the United Kingdom or Rwanda expressly prevents the lawful operation or implementation of the transfer arrangements under this Agreement or the effect of such an order is such that the United Kingdom is of the view that in practice the transfer of individuals under the Agreement cannot take place, the period during which the transfer arrangements cannot be implemented shall automatically extend the Agreement beyond 13 April 2027 by the extension period set out in Article 23(3).
3. For the purpose of Article 23(2), the extension period shall be calculated in accordance with the following:
  - a. the period shall start on the date on which the court order referred to in Article 23(2) has effect in law;
  - b. the period shall end on the date on which the court order referred to in Article 23(2) ceases to have effect in law.
4. During the period referred to in Article 23(3)(a) and Article 23(3)(b), the terms of this Agreement shall continue to apply in relation to anyone who has been transferred in accordance with its provisions.
5. 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.

## ARTICLE 24

### **Entry into force**

This Agreement shall enter into force on the date of receipt of the last notification by the Parties that their internal procedures for entry into force have been completed.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by their respective Governments, have signed this Agreement.

Done in duplicate at Kigali on this fifth day of December 2023, in the English language.

**For the Government of the United  
Kingdom of Great Britain and  
Northern Ireland:**

**JAMES CLEVERLY**

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

**VINCENT BIRUTA**

## **ANNEX A – RECEPTION AND ACCOMMODATION**

### **PART 1 – SUPPORT ON ARRIVAL AND DECISION**

#### **1 Accommodation**

1.1 Each Relocated Individual shall be provided with adequate accommodation that:

1.1.1 is fit for purpose, habitable, in a good state of repair and maintained to an adequate standard;

1.1.2 is located in a suitable place;

1.1.3 meets adequate levels of hygiene and safety, including fire safety;

1.1.4 provides the Relocated Individual with security and privacy;

1.1.5 provides adequate washing and toilet facilities that the Relocated Individual may use in private;

1.1.6 includes access to electricity and water;

1.1.7 includes adequate furniture, including the Relocated Individual's own bed, and:

1.1.7.1 access to a kitchen (unless the Relocated Individual is being provided with meals in accordance with paragraphs 2.1.1 and 2.2 of this Annex); and

1.1.7.2 laundry facilities (unless the Relocated Individual is being provided with a laundry service);

1.1.8 is not overcrowded and provides each Relocated Individual with adequate space;

1.1.9 is adequately ventilated and lit; and

1.1.10 is made suitable for a Relocated Individual's specific needs, such as reasonable adjustments in accordance with a Relocated Individual's physical and medical needs.

1.2 For any Family relocated with children, the Family shall, in addition, be provided with the following:

1.2.1 safe and adequate family unit accommodation that provides:



- 1.2.1.1 each Child relocated within a Family with adequate space and does not subject them to excessive noise;
  - 1.2.1.2 a designated and separate sleeping area / room for the Family not accessible by other individuals outside the Family;
  - 1.2.1.3 adequate family washing and toilet facilities that a Child can use in private;
  - 1.2.1.4 access to kitchen facilities to prepare baby food and milk (as necessary);
  - 1.2.1.5 access to baby changing facilities (as necessary);
  - 1.2.1.6 access to private areas appropriate for breastfeeding (as necessary);
  - 1.2.1.7 adequate furniture that is suitable for children including a relocated Child's own bed or cot (as necessary);
- 1.2.2 access to safe indoor and outdoor recreational facilities that are suitable for children (for example a suitable play area) such facilities being suitably positioned and enclosed to ensure the safety of the Child; and
- 1.2.3 accommodation which is allocated to take into account:
- 1.2.3.1 proximity of suitable schools for any relocated Child (including adequate public transport links);
  - 1.2.3.2 the importance of a relocated Child to remain in the same school.

1.3 For any Relocated Individual who has been relocated to Rwanda but who has subsequently received a court or tribunal order from the United Kingdom that they must be treated as a minor, and they are therefore a Child who is in Rwanda without a parent or guardian, that Child shall be provided with suitable accommodation and support that meets all of the requirements under paragraphs 1.1 and 1.2.2, until such time as the Child is removed from Rwanda in accordance with Article 11(1).

## **2 Food**

- 2.1 Each Relocated Individual shall be provided with food in the form of either:
- 2.1.1 three meals per day (breakfast, lunch and dinner); or
  - 2.1.2 a food allowance of an equivalent value.

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

2.2.1 the meals provided shall:

- 2.2.1.1 be varied, balanced and meet adequate nutritional standards and meet the dietary needs of the Relocated Individual;
- 2.2.1.2 include non-alcoholic beverages;
- 2.2.1.3 meet any cultural or religious needs of the Relocated Individual;
- 2.2.1.4 meet any health-related dietary requirements of the Relocated Individual; and

2.2.2 the food service shall:

- 2.2.2.1 be provided in a location easily accessible to the Relocated Individual; and
- 2.2.2.2 clearly advertise the availability of religious or culturally sensitive meals to the Relocated Individual;

2.2.3 food provided for a Child shall be suitable for the Child's age and nutritional requirements and, when considering what is suitable for a Child's age and nutritional requirements, account shall be taken of guidelines from the World Health Organisation;

2.2.4 when considering what is suitable food for any particular Child, the views of their parent, guardian or a responsible adult shall be taken into account.

2.3 Provision shall 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 Individual is being provided with meals in accordance with paragraphs 2.1.1. and 2.2 of this Annex).

2.4 For Families relocated with children, provision shall be made for baby milk and baby food (or an allowance for the purchase of the same) sufficient to meet the nutritional requirements of any relevant Child within that Family.

2.5 A food allowance for a Relocated Individual who is a Child provided in accordance with paragraph 2.1.2 or 2.3 of this Annex shall be provided to their parent, guardian or a responsible adult.

### **3 Other essential items**

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

3.1.1 essential clothing;

3.1.2 personal linen;

3.1.3 for any Relocated Individual who is 18 years old or above, a mobile telephone and SIM card that enables the Relocated Individual to access the internet;

3.1.4 personal toiletries; and

3.1.5 access to recreation and ability to pursue religious needs.

3.2 For a Relocated Individual who is a Child, the essential items or reasonable allowance referred to in paragraph 3.1 of this Annex shall be provided to the parent, guardian or a responsible adult for the purposes of the Child or Children (with the exception of a mobile telephone). In addition to those items listed in paragraph 3.1 of this Annex, the parent, guardian or a responsible adult of the Child shall be provided with:

3.2.1 age-appropriate books and toys or a reasonable increase in the allowance for the purchase of these; and

3.2.2 a reasonable allowance for any public transport requirement for a relocated Child to attend school.

### **4 Health**

4.1 Rwanda shall carry out an initial medical assessment of each Relocated Individual (with their consent) in order to establish their medical needs. This assessment shall take place as soon as possible following the Relocated Individual's arrival in Rwanda. Any medical assessment of a Relocated Individual who is a Child shall take place only with the consent of, and in the presence of, the Child's parent, guardian or a responsible adult.

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

4.2.1 inpatient services, including major surgery;

4.2.2 outpatient services;

- 4.2.3 vaccinations, as appropriate;
- 4.2.4 minor surgery;
- 4.2.5 mental health services;
- 4.2.6 dental care;
- 4.2.7 family planning services and maternity services;
- 4.2.8 Human Immunodeficiency Virus prevention programmes; and
- 4.2.9 Covid-19 prevention programs.

4.3 Each Relocated Individual shall have access to mental health support services, including experience-sharing sessions and therapeutic sessions.

4.4 In accordance with their specific physical and medical needs, each Relocated Individual shall be provided with personal assistive devices, such as a hearing aid or a walking stick.

4.5 For the avoidance of doubt, no Relocated Individual shall be charged a fee for access to necessary healthcare services. The healthcare services accessed by each Relocated Individual shall be paid for by Rwanda, including:

- 4.5.1 expenses for diagnostic procedures;
- 4.5.2 physiotherapists' fees;
- 4.5.3 expenses arising from hospitalisation, including physician, surgeon, operating fees and expenses for the use of operating theatres, Intensive Care Units and High Dependency Units;
- 4.5.4 dressings and surgical appliances expenses;
- 4.5.5 prescribed drugs expenses;
- 4.5.6 the Relocated Individual's expenses and fees for mental health services;
- 4.5.7 expenses and fees for the personal assistive devices mentioned in paragraph 4.4 of this Annex; and
- 4.5.8 paediatric care.

4.6 Where appropriate, any medical care provided to a Relocated Individual who is a Child shall be provided by those qualified to support children specifically.

## **5 Orientation and legal awareness training**

5.1 Each Relocated Individual shall be provided with the following, with access to an interpreter if necessary:

5.1.1 information regarding the procedure for lodging a complaint about their accommodation and the delivery of other support;

5.1.2 orientation information regarding Rwanda;

5.1.3 legal awareness training on the rights of refugees under the domestic laws of Rwanda, international law and international standards, and the basic domestic laws of Rwanda; and

5.1.4 information regarding how to make a confidential complaint to the Monitoring Committee.

## **6 Transportation**

6.1 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 and medical needs and the proximity of the destination:

6.1.1 each Relocated Individual shall be provided with transportation:

6.1.1.1 to their accommodation, following their arrival in Rwanda;

6.1.1.2 between their accommodation in Rwanda and any interview for the purposes of processing their asylum claim; and

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

6.2 In respect of paragraphs 6.1.1.2 and 6.1.1.3, a Relocated Individual can, where there is adequate public transport, alternatively be provided with a reasonable allowance to meet their transportation needs.

## **7 Interpretation services**

7.1 Each Relocated Individual shall have access to basic language training and interpretation and translation services.

## **8 Quality education**

8.1 To support successful integration (and in accordance with the Refugee Convention):

8.1.1 each Relocated Individual shall have access to quality education and training at the following stages (as relevant to their age and needs) that is at least of the standard that is accorded to Rwandan nationals:

8.1.1.1. early childhood;

8.1.1.2. primary education;

8.1.1.3. catch up programmes and accelerated learning, that is, short-term transitional education programmes providing children with the opportunity to learn content that they may have missed due to disruption to their education or their having never had access to education;

8.1.1.4. secondary education;

8.1.1.5. tertiary education; and

8.1.1.6. vocational training.

8.1.2 Rwanda shall recognise foreign school certificates, diplomas and degrees as provided for by MINEDUC regulations.

8.2 Each Relocated Individual shall be provided with the scholastic materials necessary to complete their education or training, including, for example, stationery and exercise books.

## **PART 2 - SUPPORT POST-ASYLUM DECISION FOR REFUGEES AND PEOPLE UNDER HUMANITARIAN PROTECTION**

### **9. Application**

9.1 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 or as otherwise stipulated in this Agreement.

9.2 Rwanda shall ensure that the Relocated Individual:

9.2.1 continues to be offered the accommodation and support set out in Part 1 of this Annex; and

9.2.2 as soon as practicable following the Conclusive Decision, is offered the support set out in paragraphs 10 to 12 of this Annex.

9.3 Rwanda shall ensure that each Relocated Individual is offered the support referred to in paragraph 9.2 of this Annex in accordance with their needs until:

9.3.1 the end of the period of five continuous years from the date of their arrival in Rwanda; or

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

## **10 Language training**

10.1 Each Relocated Individual shall be offered training in the English or French and Kinyarwanda languages. Training shall be provided in an accessible and appropriate way depending on the age of the Relocated Individual and taking into account any learning disabilities.

## **11 Professional development**

11.1 To enable Relocated Individuals to become self-sufficient, each Relocated Individual shall be offered access to professional development training, including:

11.1.1 training and support in finding paid employment in Rwanda; and

11.1.2 training in income-generation and micro-financing skills for self-employment.

## **12 Integration programmes**

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

## **13 Treatment in accordance with Refugee Convention, including freedom of movement or equivalent treatment for those not deemed Refugees**

13.1 At all times, Rwanda shall ensure that each Relocated Individual who is deemed a refugee shall benefit from the rights set out in, and shall 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. Any Relocated Individual who is not deemed a refugee shall benefit from equivalent rights in relation to employment and self-employment; public relief; labour legislation and social security; and administrative assistance.

13.2 In particular, each Relocated Individual shall be:

13.2.1 afforded freedom of movement; and

13.2.2 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 3 – GENERAL**

#### **14 Children without a parent or guardian in Rwanda**

For those Relocated Individuals to whom Article 3(4) of this Agreement applies, Rwanda shall allocate the Child a responsible adult, support worker or protection officer who shall act in the role as parent or guardian, providing all necessary support and care, depending on the age of the Child, including (but not limited to) providing or assisting in accessing the support and accommodation to be provided in accordance with this Agreement, until such time as the Child is removed from Rwanda in accordance with Article 11(1).

#### **15 Complaints**

Arrangements shall 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 shall be recorded and, once resolved, that entry shall be updated with the details of how it was resolved.



## **ANNEX B – CLAIMS PROCESS**

### **PART 1 - DEFINITIONS**

#### **1 Definitions**

1.1 For the purposes of this Annex only:

1.1.1. “**Decision**” means every decision taken by the relevant authorities relating to a Relocated Individual’s claim;

1.1.2. “**First Instance Body**” means the institutional body in charge of determining refugee or humanitarian protection status at first instance;

1.1.3. “**Appeal Body**” means the tribunal or court made up of judges from a mix of nationalities mandated to hear appeals against decisions by the First Instance Body.

### **PART 2 – PROCESS FOR ASYLUM AND HUMANITARIAN PROTECTION CLAIMS**

#### **2 Access to claims process**

2.1 A Relocated Individual shall:

2.1.1 have the opportunity to make an asylum claim and/or Humanitarian Protection Claim;

2.1.2 be informed of the procedure for making such claims, for appealing a decision on their claims and what the Relocated Individual shall be required to do throughout the procedure, in a language that they understand;

2.1.3 be informed of the procedure for making a complaint in accordance with this Agreement about the processing of their claim; and

2.1.4 have the opportunity to make a fresh claim (when an earlier claim has been refused on final determination) in the event that: a) they have new evidence that was not previously considered, or b) their personal circumstances have changed in a material way or the circumstances in their country of origin have changed, such that they have new grounds for seeking protection in respect of their country of origin.

### **3. Decision making**

3.1 A Relocated Individual's claim shall be decided within a reasonable period of time.

3.2 The First Instance Body shall be responsible for handling the initial stages of a claim. It shall:

3.2.1 record, as soon as reasonably practicable, when a claim is received;

3.2.2 be made up of individuals who are appropriately trained, including in asylum and refugee law, and humanitarian protection law.

3.3 Decisions shall be taken by the First Instance Body. As to its composition and role:

3.3.1 members shall be appointed on the basis that they are appropriately trained to take a decision on asylum and Humanitarian Protection Claims in accordance with the Refugee Convention and humanitarian protection law;

3.3.2 members shall make decisions impartially, solely on the basis of evidence before them and by reference to the provisions and principles of the Refugee Convention and humanitarian protection law;

3.3.3 for the first 6 (six) months following the date of arrival of the first Relocated Individual in Rwanda (such period to be extendable by agreement between the Parties), the First Instance Body shall, before making a decision to refuse a claim, seek and consider advice from a seconded independent expert.

3.4 A decision by the First Instance Body whether a Relocated Individual is recognised as having a protection need shall only be taken following an appropriate examination that shall, amongst other things, provide the Relocated Individual with the opportunity to:

3.4.1 make a written application and provide evidence in support;

3.4.2 attend an interview, explain their application in person and answer any questions the First Instance Body may have.

3.5 Any interview of a Relocated Individual by the First Instance Body shall:

3.5.1 be transcribed or electronically recorded in full and, if the interview is transcribed, the Relocated Individual shall be given the opportunity to review and, if necessary, correct the transcript;

3.5.2 be conducted under conditions which allow the Relocated Individual to present the grounds for their application in a comprehensive manner, in particular:

3.5.2.1 the person who conducts the interview shall be competent and appropriately trained to take account of the personal and general circumstances surrounding the application, including the applicant's cultural origin, gender, sexual orientation, gender identity or vulnerability;

3.5.2.2 wherever possible, the interview with the Relocated Individual shall be conducted by a person of the same sex if the Relocated Individual so requests, unless there is reason to believe that such a request is based on grounds which are not related to difficulties on the part of the Relocated Individual to present the grounds of their application in a comprehensive manner;

3.5.2.3 be in the presence of an interpreter who is able to ensure appropriate communication between the Relocated Individual and the person who conducts the interview and the communication shall take place in the language preferred by the applicant unless there is another language which they understand and in which they are able to communicate clearly; and

3.5.2.4 where the Relocated Individual is a Child, the Child shall be accompanied by a responsible adult and the interview shall be carried out by an interviewer specifically trained in interviewing children and any other reasonable steps shall be taken to ensure the safety and welfare of the Child.

3.6 A copy of the interview by the First Instance Body shall be provided upon written request to the Relocated Individual.

3.7 For the purpose of taking decisions the First Instance Body shall obtain up-to-date information as to the general situation prevailing in the country of origin of the Relocated Individual.

3.8 Arrangements shall be made to allow expert bodies to attend interviews by invitation and with the consent of a Relocated Individual.

3.9 Arrangements shall be made to ensure that the decisions taken on individual claims are recorded.

3.10 Relocated Individuals shall be notified in writing of the decision that has been taken on their claim.

3.11 A decision shall:

- 3.11.1 be in one of the official languages of Rwanda and, if needed for understanding, it shall be translated in writing by an interpreter into a language that the Relocated Individual understands, free of charge;
- 3.11.2 include the detailed reasons for the decision in both fact and law (as to which, for the first 6 (six) months from the date of arrival of the first Relocated Individual (to be extended by agreement between the Parties) they shall seek and take into account the advice of a seconded independent expert on whether the reasons sufficiently explain the reasoning and conclusions of the First Instance Body); and
- 3.11.3 if it is a decision to refuse the claim, notify a Relocated Individual that they have a right to appeal the decision on their claim and provide an explanation of how to do this.

3.12 Where a Relocated Individual is not recognised as a refugee, the First Instance Body shall consider (if it has not already been considered and whether or not a claim is formally made) whether the Relocated Individual has another humanitarian protection need such that return to their country of origin would result in a real risk of their being subject to inhuman, degrading treatment or torture or a real risk to their life. It shall be made clear to a Relocated Individual that it is necessary to provide any information that is relevant to this consideration alongside the information that is relevant to their asylum application when the Relocated Individual is originally informed about the procedure for making their asylum claim. For the avoidance of doubt, the procedure for considering and determining Humanitarian Protection Claims shall be the same as the process set out above.

#### **4. Appeals**

4.1 A Relocated Individual has a right to appeal a refusal of their asylum or Humanitarian Protection Claim to the Appeal Body responsible for considering such appeals. In so doing the following shall apply:

- 4.1.1 the Relocated Individual and their legal representative will be provided with the opportunity to make written submissions and provide further evidence prior to the hearing;
- 4.1.2 the hearing shall be transcribed or electronically recorded;
- 4.1.3 the hearing shall be conducted in a way which takes account of the personal and general circumstances surrounding the application, including the applicant's cultural origin, gender, sexual orientation, gender identity or vulnerability;
- 4.1.4 if necessary, an interpreter shall be made available at the hearing so that the Relocated Individual can understand proceedings;

4.1.5 legal representatives shall provide legal representation (oral submissions) at the hearing;

4.1.6 the Relocated Individual may be invited to make their own oral submissions if they so wish;

4.1.7 decisions shall be made impartially, solely on the basis of evidence before them and in reference to the provisions and principles of the Refugee Convention and humanitarian protection law.

4.2 Rwanda shall establish the Appeal Body which:

4.2.1 for the first 5 (five) years following ratification of this Agreement (extendable by agreement between the Parties) shall have one Rwandan and one other Commonwealth national co-president with asylum/humanitarian protection experience;

4.2.2 shall be composed of judges from a mix of nationalities who shall be selected by the co-presidents and duly appointed;

4.2.3 shall adjudicate any appeals arising from the First Instance Body;

4.2.4 for the first 12 (twelve) months following ratification of this Agreement (extendable by agreement between the Parties), shall receive and take into account an opinion from an independent expert in asylum and humanitarian protection law before determining any appeal of a decision by the First Instance Body;

4.2.5 shall, when hearing appeals, sit by panel of 3 (three) judges which shall include one of the co-presidents;

4.2.6 shall have jurisdiction to hear the claim *de novo* so as to be able to conduct a full re-examination of the Relocated Individual's claim in fact and law; and the co-presidents shall determine the procedure they consider appropriate for that purpose;

4.2.7 shall have jurisdiction to hear an appeal against any decision that pertains to a material alteration of the status of a Relocated Individual under this Agreement, for example, as a result of a decision to revoke the refugee status or the grant of humanitarian protection following such grant.

4.3 Rwanda shall ensure that the expert opinion referred to in paragraph 4.2.4 of this Annex is published.

4.4 All judges who are not of Rwandan nationality shall receive training on Rwandan law and judicial practice, and all judges shall, as necessary, receive

training on asylum and humanitarian law and practice, on the Agreement and its implementation.

4.5 Each judge shall be able at any time (and shall be periodically invited) to provide their views on how the system for decision making and appeals is working to the Monitoring Committee.

4.6 Any appeals may progress further into the Rwandan judicial system in accordance with the Rwandan constitution, but if the onward appeal court overturns the decision of the Appeal Body, it will remit the matter back to the Appeal Body for a *de novo* hearing.

### **PART 3 – LEGAL ASSISTANCE AND INTERPRETERS**

#### **5 Procedural and legal assistance**

5.1 A Relocated Individual shall be provided with orientation that includes details of the asylum process and support that is available to them free of charge.

5.2 Each Relocated Individual shall be permitted to seek legal advice or other counsel, at all stages of the asylum application process from a legal professional member of the Rwanda Bar Association, qualified to advise and represent them in matters of asylum or humanitarian protection. This shall be provided to the Relocated Individual free of charge. A person providing a Relocated Individual with legal assistance or legal advice shall have unfettered access to the Relocated Individual, including in their accommodation.

5.3 A legal representative shall be able to attend with a Relocated Individual and may assist and advise the Relocated Individual throughout any interview by the First Instance Body. Legal representatives shall be allowed to make written submissions on behalf of a Relocated Individual at any point prior to the First Instance Body making a Decision and these representations shall be taken into account by the relevant decision-maker before reaching a Decision.

5.4 Rwanda shall take all reasonable steps to ensure that there is sufficient capacity of appropriately trained legal advisors available to provide free legal assistance as described above. The Parties will cooperate in order to ensure that such capacity is available in all cases.

#### **6 Legal assistance and representation at appeal**

6.1 Should a Relocated Individual wish to appeal their Decision to the Appeal Body or onward appeal court, in accordance with paragraph 4 of this Annex, they shall be provided with legal assistance and representation from a legal professional member of the Rwanda Bar Association, qualified to advise and represent in matters of asylum or humanitarian protection, free of charge. This shall include, at least, the

preparation of the required procedural documents, advising, making written submissions (as appropriate) and participation (making oral submissions) in the hearing before the Appeal Body or onward appeal court on behalf of the Relocated Individual.

6.2 Rwanda shall provide the legal advisor, on request, access to the information necessary to enable them effectively to advise and represent the Relocated Individual.

6.3 Rwanda shall take all reasonable steps to ensure that there is sufficient capacity of appropriately trained legal advisors available to provide free legal assistance as described above. The Parties will cooperate in order to ensure that such capacity is available in all cases.

## **7 Interpreter**

7.1 If a Relocated Individual requires it at any stage of the decision-making process, an interpreter shall be provided, free of charge.

7.2 All written correspondence and information that a Relocated Individual receives concerning their claim and the asylum process shall be translated by an appropriate interpreter, free of charge, if they require it to understand the correspondence or information.

7.3 A Relocated Individual who has the opportunity to consider a written transcript of their interview shall have the assistance of an interpreter, free of charge, if needed for understanding the transcript.

## **8 Complaints**

8.1 Arrangements shall be made so that a Relocated Individual may lodge a complaint about any element of the processing of their asylum claim with a representative of the Government of Rwanda responsible for handling such complaints.

8.2 A Relocated Individual may lodge a complaint with a representative of the Government of Rwanda responsible for handling such complaints in relation to the legal representative allocated to them under paragraph 6.1.

8.3 Any complaint under paragraph 8.2 of this Annex shall be recorded and once resolved that entry shall be updated with the details of how it was resolved.

## ANNEX C – INFORMATION MANAGEMENT AND PROTECTION

### 1. General

1.1 In this Annex, the following additional definitions apply:

1.1.1 **“personal data”** means any Information relating to an identified or identifiable natural person (“data subject”);

1.1.2 **“processing”** means any operation or set of operations which is performed on Information or on sets of Information, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

1.1.3 **“transferring Party”** means the Party that transmits, shares, discloses or otherwise makes available Information to the other Party;

1.1.4 **“obtaining Party”** means the Party to which the transferring Party has transmitted, shared, disclosed or otherwise made available Information;

1.1.5 **“sensitive data”** means personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, criminal records or data concerning a natural person’s sex life or sexual orientation;

1.1.6 **“third country”** means a country or territory that is not the United Kingdom or Rwanda;

1.1.7 **“controller”** means any natural person, public or private corporate body or legal entity who alone or jointly with others determines the purposes and means of processing the personal data or processes the personal data only for purposes it is required to do so by legislation.

1.2 Each Party shall ensure that all persons authorised to have access to Information received under this Agreement are appropriately trained on the handling and usage restrictions which apply to this Information and intend to safeguard the Information in a manner consistent with this Agreement.

### 2. Modalities of Transfer

2.1 A Party may initiate the transfer of Information by requesting Information from the other Party or by providing the other Party with Information because it is relevant to the purposes of this Agreement.



2.2 The Parties shall initiate the transfer of all Information in writing. If it is not reasonably practicable to initiate the sharing of Information in writing, the initiating Parties shall confirm in writing as soon as possible after the request is made or the Information is provided.

2.3 If a Party determines that transferring Information under this Agreement may be inconsistent with its laws or international obligations or may prejudice or cause harm to its national sovereignty, national security, public policy, or other national interest, it may decline to provide all or part of the Information or offer to provide all or part of the Information subject to such terms and conditions as it may specify in line with paragraph 3.4 of this Annex.

2.4 Neither Party shall transfer Information if the Party assesses that the transfer, processing or further disclosure of the Information may:

2.4.1 cause the Information to become known to any government, authority or person of a third country from which the subject of the Information is seeking or has been granted protection:

2.4.1.1 under the Refugee Convention;

2.4.1.2 against torture in accordance with the 1984 Convention against Torture and other Cruel, Inhuman or Degrading Treatment or Punishment (the “1984 Convention Against Torture”);

2.4.1.3 under the implied non-refoulement obligations in the 1966 International Covenant on Civil or Political Rights (the “1966 ICCPR”) and its second optional protocol aiming at the abolition of the death penalty; or

2.4.1.4 under either Parties’ laws implementing the relevant Conventions or Protocol;

2.4.2 by virtue of that government, authority or person becoming aware of such Information, cause the subject of the Information to become eligible for the protections set out above; or

2.4.3 cause the subject of the Information and/or the subject’s family to be placed at risk of serious harm, including refoulement, persecution, arbitrary deprivation of life or the application of the death penalty, torture or other cruel, inhuman or degrading treatment or punishment contemplated under the Refugee Convention, the 1984 Convention Against Torture or the 1966 ICCPR.

2.5 The Parties shall use their best endeavours to share any other Information which does not have express time limits in this Agreement, in a timely manner

recognising that providing Information within reasonable timeframes is critical in ensuring informed decision making by the Parties.

2.6 Each Party shall notify the other by telephone or in writing in the event of a situation that disrupts the intended transfer of Information between them within 72 (seventy-two) hours of becoming aware of the situation, where possible.

## **PROTECTION OF INFORMATION**

### **3. Purpose limitation**

3.1 The obtaining Party shall only process personal data transferred under this Agreement if the processing is necessary to comply with the obligations under this Agreement, and in particular to:

- 3.1.1 make decisions on whether to accept an individual for transfer in accordance with the Agreement;
- 3.1.2 make suitable arrangements for the transfer, reception, care, accommodation, health, security and wellbeing of any Relocated Individual, including appropriate processing of any Relocated Individual's protection claim;
- 3.1.3 make suitable arrangements for a Relocated Individual to be transferred back to the United Kingdom in accordance with the Agreement or for voluntary return to the Relocated Individual's country of origin or place of former habitual residence (as appropriate);
- 3.1.4 support defending a legal claim brought in a court in connection with a transfer or proposed transfer of one or more persons under the Agreement; or
- 3.1.5 monitor this Agreement in accordance with Article 15 of this Agreement and the terms of reference of the Monitoring Committee. This may include Information shared to enable the Parties to fulfil their accounting functions.

3.2 Both Parties shall ensure that all personal data processed in accordance with this Agreement are adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed.

3.3 Notwithstanding paragraph 3.1 of this Annex, the obtaining Party may further process the personal data obtained in accordance with this Agreement for a purpose not listed in paragraph 3.1 only with the prior agreement of the transferring Party. Where such consent is granted, the obtaining Party may in any event only further process the data in a manner that is compatible with the purposes for which the data were originally transferred, and to respect all provisions in this Agreement.

3.4 The transferring Party may impose additional handling conditions in a specific case to the extent that such conditions do not interfere with the obligations of either Party under this Agreement. If the transferred personal data are subject to conditions, the obtaining Party shall abide by them, unless they are unable to do so, including as a result of being inconsistent with domestic legal obligations. If an obtaining Party is unable to abide by the conditions, they shall notify the transferring Party that they are unable to do so and immediately dispose of the transferred Information.

3.5 The Parties shall have in place effective methods of demonstrating the lawfulness and purpose of processing of personal data, which may include the use of logs, or any other forms of records. The Parties agree to make these records available to the Monitoring Committee or Joint Committee upon request, as well as to the relevant supervisory authority as set out in paragraph 13 of this Annex, if required.

#### **4. Sensitive data**

4.1 Processing of sensitive data shall only take place where appropriate safeguards exist to guard against the risk of unwarranted prejudicial impact from the processing of such data, in particular against unlawful discrimination.

4.2 Processing of personal data relating to criminal convictions and offences shall be carried out only under the control of official authorities.

#### **5. Quality and integrity**

5.1 Each Party shall take reasonable steps to ensure that personal data transferred in accordance with this Agreement are maintained with accuracy and completeness and are as up to date as is necessary and appropriate for the processing of the personal data, having regard to the purposes for which they are processed.

#### **6. Information security**

6.1 Each Party shall ensure that it has in place appropriate technical, physical or organisational measures for the protection of Information transferred under this Agreement, including against unauthorised or unlawful processing and against accidental loss, destruction, or damage (“a security incident”).

6.2 Upon discovery of a security incident which is likely to result in a risk to the rights and freedoms of data subjects or in material or non-material damage to the other Party, the obtaining Party shall promptly assess the likelihood and scale thereof and shall promptly take appropriate action to mitigate such harm. Such action shall include:

6.2.1 notification to the transferring Party, which shall be given without undue delay and in any case no later than 72 (seventy-two) hours after having become aware of it, after which the notified Party may request consultation and additional information concerning the incident and the response thereto;

6.2.2 where the security incident concerns personal data, notification to the data subject, except where the risk is no longer likely to materialise, for example because appropriate action has been taken to mitigate such a risk. Such notification may be given by a public communication or similar measure whereby the data subjects are informed in an equally effective manner, if it would involve disproportionate effort to individually notify the data subject.

## **7. Retention**

7.1 Each Party shall retain the personal data in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed. This obligation may be met through specific retention periods or periodic review of the need for further retention of the data (in accordance with the Parties' data protection laws). Personal data shall be disposed of securely once they are no longer necessary for the purposes for which they are processed.

## **8. Onward transfers**

8.1 The obtaining Party shall be permitted to transfer Information obtained under this Agreement to another third country or international organisation only with the prior authorisation of the original transferring Party.

8.2 Such authorisation may be subject to such terms and conditions as the original transferring Party may specify to the extent that such conditions do not interfere with the obligations of either Party under this Agreement. If the authorisation is subject to terms and conditions, the obtaining Party shall abide by them, unless the obtaining Party deems that such terms and conditions are contradictory to the obtaining Party's laws and regulations. In that case, the obtaining Party shall in the first instance outline the reason for the contradiction to the original transferring Party with a view of seeking to amend the terms and conditions. If no compromise is reached, the original transferring Party may amend their conditional authorisation to a denial.

## **9. Right of information**

9.1 Each Party shall provide notice with regard to:

- 9.1.1 the identity and the contact details of the controller;
- 9.1.2 the legal basis for and the purpose(s) of processing;
- 9.1.3 any retention or review periods as per paragraph 7 of this Annex;
- 9.1.4 recipients or categories of recipients to whom such data are disclosed (including recipients in third countries or international organisations);
- 9.1.5 access, rectification and redress available, including from the relevant supervisory authority as per paragraph 13 of this Annex.

9.2 The obligation in paragraph 9.1 may be met through the publication of general notices, or through personal notice to the data subject.

## **10. Right of access**

10.1 Each Party shall ensure that any data subject whose personal data have been obtained pursuant to this Agreement is entitled to seek and obtain, in accordance with processes established in its domestic legal framework and without undue delay, a copy of the personal data undergoing processing and available information indicating:

- 10.1.1 the legal basis and the purpose(s) of processing;
- 10.1.2 any retention or review periods as per paragraph 7 of this Annex;
- 10.1.3 recipients or categories of recipients to whom such data are disclosed (including recipients in third countries or international organisations);
- 10.1.4 available options for rectification and redress, including from the relevant supervisory authority as per paragraph 13 of this Annex.

10.2 A Party may deny or restrict provision of the right in paragraph 10.1 in a particular case where this is necessary and proportionate, at the time of adjudication on such denial or restriction in accordance with the Parties' domestic laws, to safeguard the rights and freedoms of others or important objectives of general public interest, giving due regard to the legitimate interests of the data subject.

10.3 Where the denial or restriction in paragraph 10.2 is applied, the Party shall provide the data subject, in written form and without undue delay, a response informing the individual of the denial or restriction, unless the provision of such information undermines the purpose for the denial or restriction. The response shall include the grounds for such denial or restriction and information about available options for redress, including from the relevant supervisory authority as per paragraph 13 of this Annex.

## **11. Right of rectification and erasure**

11.1 Each Party shall ensure that any data subject whose personal data have been obtained in accordance with this Agreement is entitled to seek and obtain, in accordance with processes established in its domestic legal framework and without undue delay, rectification of inaccurate personal data concerning the individual. Rectification may include, taking into account the purpose(s) of the processing, correction, supplementation, anonymisation, restriction of processing or erasure.

11.2 In particular, each Party shall ensure that the data subject is entitled to seek and obtain erasure of such personal data without undue delay where:

- 11.2.1 the personal data are no longer necessary for the purposes for which they are processed;
- 11.2.2 the personal data have been unlawfully processed;
- 11.2.3 the data subject objects to the processing and there are no compelling
- 11.2.4 legitimate grounds for the processing which override the legitimate interests, rights and freedoms of the data subject; or
- 11.2.5 the personal data have to be erased for compliance with a legal obligation.

11.3 A Party may deny or restrict the rights in paragraphs 11.1 and 11.2 in a particular case where this is necessary and proportionate, at the time of adjudicating on such denial or restriction, to safeguard the rights and freedoms of others or important objectives of general public interest (including for the effective oversight of the Agreement), giving due regard to the legitimate interests of the data subject.

11.4 Where the denial or restriction in paragraph 11.3 is applied, the Party shall provide the data subject, in written form and without undue delay (and in any case within 30 (thirty) calendar days from the date of receipt of the request), a response informing the individual of the denial or restriction unless the provision of such information undermines the purpose for the restriction. The response shall include the grounds for such denial or restriction and information about available options for redress, including from the relevant supervisory authority as per paragraph 13 of this Annex.

## **12. Automated decision making**

12.1 Decisions producing a significant adverse effect concerning the legitimate interests of the data subject may not be based solely on automated processing of personal data. When considering whether such decisions are based solely on

automated processing of personal data, the Parties shall consider the extent to which a decision is reached by means of profiling.

### **13. Supervisory authority**

13.1 Each Party shall have in place a supervisory authority that exercises independent and effective oversight functions and powers over the processing of personal data. The functions and powers of the supervisory authority shall include powers of investigation and enforcement.

13.2 Each Party shall designate a supervisory authority and communicate the name and address to the other Party before or at the time of entering into force of this Agreement.

13.3 The supervisory authorities may cooperate for the performance of their data protection functions.

### **14. Judicial redress**

14.1 Each Party shall have in place effective judicial remedies available to data subjects to provide redress for infringements of data protection rights and obligations as referenced in this Agreement.

### **15. Assessment of implementation**

15.1 The Parties agree to conducting periodic joint assessments of the implementation of the provisions in this Annex.

15.2 The first joint assessment shall be conducted no later than 1 (one) year from the date of entry into force of this Agreement and thereafter at least on an annual basis. The assessment shall be carried out by the Monitoring Committee, who shall determine in advance the modalities and terms thereof.

### **16. Suspension**

16.1 In the event that an ongoing dispute concerns the application of the safeguards for the protection of personal data as set out in this Annex, either Party may suspend the transfer of personal data under this Agreement by written notification to the other Party. Suspension shall take effect immediately upon receipt of such notification and may be lifted by the suspending Party upon written notification to the other Party.











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