

PCA Case No. 2025-45

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

- and -

THE PCA ARBITRATION RULES 2012

BETWEEN:

THE REPUBLIC OF RWANDA

Claimant

-and-

THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Respondent

STATEMENT OF CLAIM

27 January 2026

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I. INTRODUCTION

1. This is the Statement of Claim of the Republic of Rwanda (*Rwanda*) filed in accordance with the Procedural Timetable set out in the Tribunal's Supplementary Rules of Procedure and Procedural Timetable dated 19 January 2026.
2. In overview, Rwanda's position is that:
 - a. Rwanda and the United Kingdom (the *UK*) agreed to binding financial arrangements by way of an exchange of Notes Verbales in June 2024 (the *June 2024 Exchange of Notes*) pursuant to Article 18 of the "*Agreement between the Government of the Republic of Rwanda and the Government of the United Kingdom of Great Britain and Northern Ireland for the Provision of an Asylum Partnership to Strengthen Shared International Commitments on the Protection of Refugees and Migrants*" (the *Agreement*). Under the terms of the June 2024 Exchange of Notes, the UK agreed to pay Rwanda £50 million by each of April 2025 and April 2026.
 - b. In November 2024, the UK invited Rwanda to forgo those payments. In response, Rwanda signalled its willingness to negotiate on the UK's proposals, as part of a termination package including financial arrangements relating to termination. But Rwanda did not agree to forgo the payments. As a result, the June 2024 Exchange of Notes was not amended, and the UK remains obliged to pay Rwanda. Its failure to do so is a breach of its obligations.
 - c. Under Article 19 of the Agreement, Rwanda and the UK also agreed to make arrangements to resettle Rwanda's most vulnerable refugees in the UK. No arrangements have been made. Despite Rwanda's request, the UK has refused to enter into negotiations with Rwanda and, as a result, no arrangements have been established. This has the consequence that the UK is in breach of its obligations under Article 19.

II. BACKGROUND TO THE DISPUTE

A. RWANDA'S REFUGEE POLICY

3. Rwanda has hosted large numbers of refugees throughout its history as an independent country. As of October 2023, over 135,000 refugees and asylum seekers are registered with the UN High Commissioner for Refugees (“UNHCR”) in Rwanda.¹
4. In the period leading up to the conclusion of its partnership with the UK, Rwanda and the UNHCR adopted a new and ambitious policy framework for refugees in Rwanda (the “**Rwanda-UNHCR Joint Strategy**”).² At the heart of the Rwanda-UNHCR Joint Strategy was the commitment to the “*reduction of dependency [on] humanitarian assistance and [the] achievement of graduating out of poverty through socio-economic inclusion and the promotion of self-reliance*” for refugees.³
5. The Joint Strategy represented a stark departure from the standard approach to refugee assistance in Africa. That approach is the ‘warehousing’ of refugees in refugee camps. In those camps, refugees are often marginalised from the host communities and almost entirely dependent for their livelihood on humanitarian assistance.⁴ By contrast, the philosophy underpinning the Rwanda-UNHCR Joint Strategy is that the presence of refugees, and the international assistance it attracts, can be used as a catalyst for the economic development of both refugee and host communities. As the Rwanda-UNHCR Joint Strategy noted in a passage entitled “*Rethinking Refugee Economies*”:

The economies of refugee camps are often closely related to a *planned* economy where inputs are based on direct allocation. In order to stimulate economic activity and to further the contribution of refugees on host-community development, MINEMA and UNHCR will seek to transform refugee camps in Rwanda into vibrant *market* economies where decisions on investments, production, distribution, employment are based on

¹ UNHCR, ‘Operational Data Portal – Rwanda’, available at <https://data.unhcr.org/en/country/rwa>, C-1.

² The Ministry in Charge of Emergency Management (MINEMA) and the UNHCR, ‘Joint Strategy on Economic Inclusion of Refugees and Host Communities in Rwanda 2021-2024’, May 2021, available at <https://data.unhcr.org/en/documents/details/89117>, C-2.

³ Rwanda-UNHCR Joint Strategy, p. viii, C-2.

⁴ There is a rich academic literature on the ‘warehousing’ of refugees and the need for alternative, more effective and more humane policies – e.g. M. Smith, ‘Warehousing Refugees: A Denial of Rights, A Waste of Humanity’ (2004) *World Refugee Survey*, p. 38, CLA-1.

supply and demand and MINEMA/UNHCR's role is limited to ensure the most vulnerable are not left behind in terms of access to goods and services.⁵

6. In line with this ambitious and progressive philosophy, the key strategic objectives of the Joint Strategy included enabling *“refugees and host communities to acquire and preserve livelihoods assets to construct their living, become self-reliant and build resilience to shocks”*, and promoting *“socio-economic inclusion of refugees and host communities and their enhanced access to economic opportunities on a sustainable basis”*.⁶
7. The Rwanda-UNHCR Joint Strategy was itself part of Rwanda's wider socio-economic policy. That policy was and remains centred on Rwanda's aspiration *“to become an upper middle-income country (UMIC) by 2035 and a high-income country (HIC) by 2050”*.⁷ This is being implemented through its national strategy known as *“Vision 2050”*. Rwanda has consistently been one of the fastest-growing economies in the world, achieving annual GDP growth of 8.89% in 2024.⁸ This was driven by strong performances in services and industry, and a rebound in agriculture.⁹ So, Rwanda's targets, while certainly ambitious, remain central to Rwanda's policy.

B. THE PARTNERSHIP

8. On 14 April 2022, the UK and Rwanda announced a new partnership between them, known as the *“Migration and Economic Development Partnership”* (the

⁵ Rwanda-UNHCR Joint Strategy, p. 22, C-2.

⁶ Rwanda-UNHCR Joint Strategy, p. viii, C-2. In line with the principles set out in the new Joint Strategy in 2021, among other things, Rwanda agreed a plan with the IOM to resettle Afghan girls who had been excluded from secondary education by the Taliban regime. The School for Leadership, Afghanistan, which was established in Kigali in September 2021, continues to operate successfully and to accept applications from Afghan refugee girls from all over the world. See: IOM, '1,000 Days After School Ban, Afghan Girls Defy Odds and Thrive in Rwanda', 14 June 2024, available at <https://www.iom.int/news/1000-days-after-school-ban-afghan-girls-defy-odds-and-thrive-rwanda#:~:text=Geneva/%2520Rwanda%252C%252014%2520June%2520%2520of%2520learning%2520and%2520hope,C-3>.

⁷ Rwandan Government, 'Vision 2050', December 2020, available at https://www.minecofin.gov.rw/fileadmin/user_upload/Minecofin/Publications/REPORTS/National_Development_Planning_and_Research/Vision_2050/English-Vision_2050_Abridged_version_WEB_Final.pdf, p. 7, C-4.

⁸ World Bank, 'GDP (annual % growth)', available at https://data360.worldbank.org/en/indicator/WB_WDI_NY_GDP_MKTP_KD_ZG?country=RWA&view=atable,C-5.

⁹ World Bank, 'Rwanda Economic Update', April 2025, available at <https://openknowledge.worldbank.org/server/api/core/bitstreams/7c54f9eb-305d-4b08-adc1-0977b98972cd/content>, p. iii, C-6.

MEDP or the **Partnership**).

9. As the Honourable Minister Dr Vincent Biruta explained in introducing the MEDP, it offered “*a bold, unique and innovative approach that will provide safe haven and opportunity to those in need; and be the first, crucial step towards a more effective and humane global migration system*”.¹⁰
10. The Partnership was designed as an arrangement of mutual benefit. It was viewed by the UK Government at the time as a “*major milestone*”¹¹ in securing the policy objective of stopping illegal migration across the Channel. For Rwanda, the Partnership was an opportunity to advance the ambitious goals of the Rwanda-UNHCR Joint Strategy, and ultimately its Vision 2050. The Partnership would support Rwanda’s development policy by tying – as its title suggested – migration to economic development, and creating opportunities for both host and refugee communities in Rwanda.

C. THE MEMORANDUM OF UNDERSTANDING

11. The MEDP was originally set out in a Memorandum of Understanding (the **MoU**) between the Governments of the UK and Rwanda for the provision of an asylum partnership arrangement. It was signed on 13 April 2022.¹²
12. The objective of the Parties’ (now superseded) non-binding arrangement as reflected in the MoU was to “*create a mechanism for the relocation of asylum seekers whose claims are not being considered by the United Kingdom, to Rwanda, which will process their claims and settle or remove (as appropriate) individuals after their claim is decided*” (paragraph 2.1).
13. Part 2 addressed the “*Responsibilities of the Participants*”. This included paragraph 16.1, which dealt with the resettlement of vulnerable refugees from

¹⁰ Remarks by the Hon. Minister Dr Vincent Biruta at the UK and Rwanda Migration and Economic Development Partnership Press Conference, 14 April 2022, available at <https://www.minaffet.gov.rw/index.php?eID=dumpFile&t=f&f=41940&token=85522808b0f642da944fc2d23369718487d6848d>, C-7.

¹¹ Remarks by Home Secretary Priti Patel at the UK and Rwanda Migration and Economic Development Partnership Press Conference, 14 April 2022, available at <https://www.gov.uk/government/speeches/home-secretarys-speech-on-uk-and-rwanda-migration-and-economic-development-partnership>, C-8.

¹² Memorandum of Understanding between the government of the United Kingdom of Great Britain and Northern Ireland and the government of the Republic of Rwanda for the provision of an asylum partnership arrangement, signed on 13 April 2022, C-9.

Rwanda to the UK. It provided that the “*Participants* [i.e. the UK and Rwanda] *will make arrangements for the United Kingdom to resettle a portion of Rwanda’s most vulnerable refugees in the United Kingdom, recognising both Participants’ commitment towards providing better international protection for refugees*”.

14. Part 4 of the MoU addressed “*Financial arrangements*”. Paragraph 19.1 provided that the UK and Rwanda “*will make financial arrangements in support of the relocation of individuals under this Memorandum of Understanding*”.
15. As for its legal status, paragraph 1.6 of the MoU provided that this “[a]rrangement will not be binding in International law”. Paragraph 2.2 stated that “*the commitments set out in this Memorandum are made by the United Kingdom to Rwanda and vice versa and do not create or confer any right on any individual, nor shall compliance with this Arrangement be justiciable in any court of law by third-parties or individuals*”.¹³

D. THE 2022 NOTES VERBALES

16. On 13 April 2022, the UK High Commissioner in Rwanda sent a Note Verbale “*regarding financial arrangements for the migration and asylum processing partnership*”. In that Note, the UK proposed “*financial arrangements ... for the purpose of confirming our joint understanding of paragraph 19 of the Memorandum of Understanding*” (the **2022 Finance Note**).¹⁴
17. Paragraph 1.1 set out the following objective of the 2022 Finance Note: “*For the purpose of the [MoU] ... this Note confirms the Participants’ joint understanding of the commitments on financial arrangements*”.
18. In accordance with paragraphs 1.3 and 1.4 of the 2022 Finance Note, the Participants committed to two funding streams. The first “*support[ed] Rwanda in meeting the asylum and operational proceedings costs with associated infrastructure and livelihood costs for relocated individuals under the [MoU]*”.
19. The second funding stream was known as the “*Economic Transformation and*

¹³ The UK Supreme Court underscored both of these provisions (*R v Secretary of State for the Home Department* [2023] UKSC 42, [2023] 1 WLR 4433, para. 12, **CLA-2**).

¹⁴ UK’s Note Verbale and Rwanda’s reply, 13 April 2022, **C-10**.

Integration Fund” (the **ETIF**). As recorded in paragraph 1.4, the ETIF was targeted at supporting Rwanda to achieve two national initiatives, the first of which was “*Vision 2050*” (mentioned above) and the second of which was the “*National Strategy for Transformation I*”.¹⁵ Both of these national strategies have been recognised by the UNHCR as in alignment with the UNHCR’s work.¹⁶ As the UK accepts, “[t]hese payments were intended to support economic development in Rwanda and were independent of the number of people relocated there”.¹⁷

20. More specifically, as paragraph 1.4 recorded, the funding was directed at supporting “*sustainable and inclusive economic growth within Rwanda, and improv[ing] the conditions of the existing refugee population and host communities*”. Indeed, “*the overarching principle*” of the ETIF spending, as accepted by the UK,¹⁸ was to support activities that would be of benefit to both host and refugee communities in Rwanda. From Rwanda’s perspective, the ETIF was thus a key component of the Partnership.
21. The funding arrangements were set out in paragraph 2 of the 2022 Finance Note as follows:
 - a. The payment schedule for the ETIF payments was: (i) Year 1 £240 million; (ii) Year 2 £100 million and (iii) £50 million in each of Years 3 to 5 (see paragraph 2.3.1).
 - b. The Year 1 payment was due in two tranches: (i) £120 million within 10 days of signing the MoU; and (ii) a further £120 million once the first 300

¹⁵ See ‘Vision 2050’, C-3; Rwandan Government, ‘7 Years Government Programme: National Strategy for Transformation (NST1)’, available at <https://faolex.fao.org/docs/pdf/rwa206814.pdf>, C-11.

¹⁶ UNHCR, ‘Rwanda’, available at https://www.unhcr.org/uk/where-we-work/countries/rwanda?dataset=POP&yearsMode=range&selectedYears=%5B2012%2C2026%5D&level=O&PR&category=PTY&fundingSource=ALS&compareBy=%5B%22category%22%5D&levelCompare=%5B%5B%22ORWA_ABC%22%5D%5D&viewType=chart&chartType=bar&contextualDataset=BUD&tableDataView=absolute, C-12.

¹⁷ UK Home Office, ‘Breakdown of Home Office Costs Associated with the MEDP with Rwanda and the Illegal Migration Act 2023’, 2 December 2024, available at <https://www.gov.uk/government/publications/medp-with-rwanda-and-the-illegal-migration-act-associated-costs/breakdown-of-home-office-costs-associated-with-the-medp-with-rwanda-and-the-illegal-migration-act-2023>, C-13.

¹⁸ UK House of Commons, Public Accounts Committee, Oral Evidence: UK-Rwanda Migration and Economic Development Partnership, Evidence of Sir Matthew Rycroft, Permanent Secretary – Home Office, HC 410, available at <https://committees.parliament.uk/oralevidence/14018/pdf/>, C-14.

relocated individuals were transferred (see paragraph 2.3.2).

- c. In addition, the UK would pay £20,000 for each relocated individual transferred under the MoU (paragraph 2.3.3).

- 22. Consistently with the non-binding nature of the MoU at this stage, paragraph 1.7 of the 2022 Finance Note provided:

This Note Verbale is not legally binding under UK Law, Rwanda law or any other law including international law, and cannot be construed as a contract in the sense of a legally binding agreement between the UK and Rwanda which is enforceable in the courts. Nevertheless, both Participants intend to comply with its provisions, and will apply its arrangements.

- 23. No provision was made for binding dispute resolution. Instead, paragraph 6.1 provided that disputes “*will be settled by consultation between the Participants.*”

- 24. The UK Note Verbale further stated as follows:

If the arrangements set out as attached herewith are acceptable to the Government of Rwanda, I have the honour to propose that this Note and your Excellency’s reply to that effect will place on record the understanding of our two Governments in this matter, which will come into effect on the date of your reply.

- 25. On the same day, 13 April 2022, Ms Clementine Mukeka, on behalf of the Rwandan Government, sent a Note Verbale in response to the 2022 Finance Note.¹⁹ Ms Mukeka referred to the UK’s Note Verbale as setting out “*the joint understanding of the meaning ... set out in paragraph 19*”. She then expressed Rwanda’s acceptance in the following terms:

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

- 26. Amounts have been paid under the 2022 exchange of notes as follows:

- a. On 4 May 2022, £120 million was paid, following the signature of the MoU (Year 1).

¹⁹ UK’s Note Verbale and Rwanda’s reply, 13 April 2022, C-10.

- b. On 20 April 2023, £100 million was paid (Year 2).
 - c. On 3 May 2024, £50 million was paid (Year 3).
27. On 6 and 13 July 2022, the Parties exchanged a further version of the 2022 Finance Note in order to correct a typographical error in the original text.²⁰ Nothing turns on this.

E. THE AGREEMENT

28. The Parties later decided to formalise the MEDP in a binding treaty. The initiative to conclude a binding treaty came from the UK, after parliamentary criticisms about the unenforceability of the MoU,²¹ and in response to the UK Supreme Court’s ruling.²²
29. On 5 December 2023, the Parties signed the Agreement.²³
30. The Rwandan Government gave a statement upon signing the Agreement, setting out its views on the Agreement’s purpose and the MEDP more generally.²⁴ It stated as follows:

The Rwanda/UK Migration and Economic Development Partnership is a bold new approach to deter the dangerous migration journeys which are causing untold suffering, while also addressing the global imbalance of economic opportunity, which is the underlying causes of mass irregular migration – the boats will not be completely stopped unless we reverse the lack of opportunity, and the insecurity, in countries around the world.

This partnership also reflects Rwanda’s commitment to protecting vulnerable people. We have a proven record of offering a home to migrants

²⁰ UK’s Note Verbale 105/2022, 6 July 2022, C-15; Rwanda’s Note Verbale No. 002/09.01/CAB.PS/2022, 13 July 2022, C-16.

²¹ See, for example, the House of Lords International Agreements Committee, ‘Memorandum of Understanding between the UK and Rwanda for the provision of an asylum partnership arrangement’, 7th Report of Session 2022-23, HL Paper 71, available at <https://committees.parliament.uk/publications/30322/documents/175339/default/>, para. 33, C-17, which said that the MoU “*appears to be entirely unenforceable*”.

²² See ‘PM remarks on Supreme Court Judgement’, 15 November 2023, available at <https://www.gov.uk/government/speeches/pm-remarks-on-supreme-court-judgement-15-november-2023>, C-18.

²³ Agreement between the Government of the Republic of Rwanda and the Government of the United Kingdom of Great Britain and Northern Ireland for the Provision of an Asylum Partnership to Strengthen Shared International Commitments on the Protection of Refugees and Migrants, signed on 5 December 2023 and entered into force on 25 April 2024, C-19.

²⁴ Statement on Rwanda/UK Migration and Economic Partnership Treaty Signing, 5 December 2023, available at <https://www.gov.rw/blog-detail/statement-on-rwanda-uk-migration-and-economic-partnership-treaty-signing>, C-20.

and refugees from around the world. Anyone who comes to Rwanda under this agreement will be welcomed and given the safety and support they need to build new lives in our country.

We believe today's treaty provides the necessary assurances that will allow the partnership to move forward.

31. In signing the Agreement, the British Home Secretary and the Rwandan Foreign Minister stressed Rwanda's experience in providing sanctuary to refugees, and the need to build on that track record.²⁵
32. The essence of the Partnership remained the same: Rwanda would assist the UK in securing the objective of deterring dangerous migration journeys, and the UK would assist Rwanda in improving its capacity to host and provide opportunities for refugees in Rwanda. This is reflected in the Preamble, which underscored Rwanda's experience of "*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*", as well as "*Rwanda's commitment to bridging the gap in economic opportunities and human capital*".
33. In accordance with Article 2(1), the Agreement's objective was "*to deter dangerous and illegal journeys to the United Kingdom which are putting people's lives at risk and to disrupt the business model of people smugglers who are exploiting vulnerable people*". For this purpose, "*the Agreement commits both Parties ... 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*" (Article 2(2)).
34. Article 3(2) recorded the Parties' agreement "*to take all steps that are necessary or appropriate to ensure that their obligations can both in practice be complied with and are in fact complied with*". It was on this basis that Rwanda expended considerable efforts on implementing the arrangements agreed between the Parties, as explained further below.
35. Article 18 dealt with financial arrangements under the Agreement. It provided that "*[t]he Parties shall make financial arrangements in support of the*

²⁵ UK Government, 'Treaty signed to strengthen UK-Rwanda migration partnership', available at <https://www.gov.uk/government/news/treaty-signed-to-strengthen-uk-rwanda-migration-partnership>, C-21.

relocation of individuals under this Agreement". Article 19 dealt with the resettlement of vulnerable refugees to the United Kingdom. It provided that "[t]he Parties shall make arrangements for the United Kingdom to resettle a portion of Rwanda's most vulnerable refugees in the United Kingdom". Both of these provisions mirrored similar provisions in the MoU, but with the key difference that they now imposed legally binding obligations on the Parties.

36. Article 23(5) dealt with termination. It provided that "*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.*"
37. On 25 April 2024, the Agreement entered into force, which was the date on which, pursuant to Article 24, the UK notified Rwanda that its internal procedures for entry into force were completed.

F. THE JUNE 2024 EXCHANGE OF NOTES

38. On 20 June 2024, the UK High Commission in Rwanda sent a Note Verbale (NV 101/2024). In that Note Verbale, the High Commission proposed certain financial arrangements "*for the purpose of confirming our joint understanding of Article 18 of the Agreement*" (the **2024 Finance Note**).²⁶
39. The 2024 Finance Note differed from the 2022 Finance Note in at least two material respects.
40. **First**, the 2024 Finance Note provided that any dispute as to the "*interpretation or application of this Note on funding will be settled by reference to Article 22 of the Treaty*" (see paragraph 6.1), rather than by consultation.
41. **Second**, there was no equivalent to paragraph 1.7 of the 2022 Finance Note, i.e. the provision that expressly characterised the 2022 Finance Note as "*not legally binding*" under any law, including international law.
42. These differences reflect the Parties' decision to elevate their partnership to the binding plane by concluding a treaty that, *inter alia*, specifically obliged them

²⁶ UK's Note Verbale NV 101/2024, 20 June 2024, C-22.

to establish financial arrangements.

43. Similar to the 2022 Finance Note before it, the 2024 Finance Note stated that *“For the purpose of the Agreement this Note confirms the Parties’ joint understanding of the commitments on financial arrangements”* (see paragraph 1.2), but the underlying commitments, in Article 18 of the Agreement, had become obligatory in nature. Amendments to the 2024 Finance Note could only be made *“upon written agreement between the Parties to the Agreement”* (see paragraph 3).
44. The 2024 Finance Note maintained the two funding streams that the 2022 Finance Note had first identified, the second of which was the ETIF (see paragraphs 1.4 and 1.5). As to the ETIF:
- a. The payment schedule for the ETIF was set out in paragraph 2.3.1. There were *“intended to be annual payments”* totalling £50 million in each of Years 1, 2 and 3.
 - b. Paragraph 2.3.2 recorded that the Year 1 payment had already been paid, whereas *“Year 2 and year 3 payments will be due annually within 10 days of 13th April in each year.”*
 - c. Paragraph 2.3.3 stated that *“The United Kingdom will make a further payment of £120m due within 10 days after the first 300 Relocated Individuals are transferred.”*
 - d. In addition, paragraph 2.3.4 obliged the UK to pay £20,000 for each relocated individual transferred to Rwanda under the Agreement.
45. The 2024 Finance Note included specific provisions relating to termination. These were set out in paragraph 5 as follows:

5.1 This Note Verbale will cease to have effect at the same time as the Agreement.

5.2 If cessation is initiated by the United Kingdom and takes place after the Economic Transformation and Integration Fund has been paid for that year, no monies in respect of that year’s payment would be recoverable. The United Kingdom would continue to honour payments relating to Relocated Individuals already transferred as part of the asylum partnership. After cessation of the Agreement, no payments of the Economic Transformation

and Integration Fund will be payable for subsequent years.

5.3 The United Kingdom reserves the right to request reimbursement pro rata (monthly) in respect of the Economic Transformation and Integration Funds in the year in which Rwanda seeks the cessation of the Agreement. The United Kingdom would continue to honour payment relating to Relocated Individuals already transferred as part of the Agreement. The pro rata amount will be calculated by dividing the transferred Economic Transformation and Integration Fund payment for the current year by 12; any remaining months in the funding after the month participation ends will be multiplied by that figure to give the amount to be recovered. Both Parties will work co-operatively to recover such funds.

46. At the conclusion of the 2024 Finance Note, the UK observed:

If the arrangements set out above are acceptable to the Government of Rwanda, the High Commission has the honour to propose that this Note and the Ministry of Foreign Affairs and International Cooperation's reply to that effect will place on record the understanding of our two Governments in this matter, which will come into effect on the date of your reply.

47. On 21 June 2024, the Ministry of Foreign Affairs and International Cooperation sent a Note Verbale (NV 051/9.16/North.E/24)²⁷ in response to the 2024 Finance Note. The Ministry referenced the UK's initiating Note Verbale as setting out "*the joint understanding of the meaning of Article 18 of the Agreement*". The Ministry then expressed its agreement in the following terms, tracking the wording set out in the penultimate paragraph of the UK Note:

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

G. THE IMPLEMENTATION OF THE MEDP

48. The negotiation and implementation, first, of the MoU, and second, of the Agreement, involved a very significant investment of time and resources on the part of Rwanda, as set out below.
49. **First**, the Rwanda-UK dossier engaged a range of Rwandan Ministers, senior civil servants and diplomats. It became one of the most complex Government

²⁷ Rwanda's Note Verbale No. 051/9.16/North.E/24, 21 June 2024, C-23.

policies and involved several departments. This included the Ministry of Finance and Economic Planning, the Ministry of Foreign Affairs and International Cooperation, the Ministry in Charge of Emergency Management and the Ministry of Justice.

50. **Second**, there was extensive bilateral engagement with the UK over several years. The Parties participated in dozens and dozens of meetings in connection with the negotiation and implementation of the MoU and the Agreement. These took multiple forms. Some of those meetings took place in person, and lasted up to a week at a time. Some of those meetings took place virtually. Other meetings took the form of thematic meetings or workshops with smaller groups. There were also formal, minuted meetings through the Joint Committee, established under Article 16 of the Agreement. In addition, there were bi-weekly check-ins between the Rwandan MEDP Coordination Unit and the UK liaison office in Rwanda.
51. **Third**, the Parties negotiated and agreed a series of instruments under the MEDP framework. There was, of course, the negotiation and agreement of the MoU, the Agreement and the two Finance Notes themselves. But beyond those instruments, the Parties also negotiated and agreed several additional notes verbales to implement various aspects of the MEDP, such as the meaning of the provisions relating to the transfer of relocated individuals set out in Article 11(4) of the Agreement. The Parties also agreed a further memorandum of understanding on 11 March 2024 to expand the category of persons eligible for relocation to include voluntary departures by failed asylum seekers.
52. **Fourth**, Rwanda set up a number of ministerial and administrative structures to deal with the implementation of the MEDP. There were at least 12 committees, units, working groups and institutional mechanisms in Rwanda under the MEDP umbrella. This included the two bilateral structures established under the Agreement, the Joint Committee and the Monitoring Committee. It also included domestic structures, such as the MEDP Coordination Unit and the Technical Committee.
53. **Fifth**, Rwanda embarked upon significant constitutional, legislative and administrative reforms to enable the implementation of the MEDP. Rwanda

drafted, debated and enacted three key pieces of legislation in connection with the MEDP: (i) Law N° 40 of 18 April 2024 Approving the Ratification of the Agreement; (ii) Law N° 041/2024 of 19 April 2024 amending Law N° 30/2018 Determining the Jurisdiction of Courts; and (iii) Law N° 042/2024 of 19 April 2024 Governing Refugees and Applicants for Refugee Status. Rwanda also made arrangements to create an appeals tribunal to hear asylum appeals under Rwandan law, known as the Refugee and Applicant Appeals Tribunal. This was created by Presidential Order N° 51/01 of 19 April 2024.

54. **Sixth**, Rwanda made various arrangements to prepare reception facilities and incurred significant costs in doing so. For Hope Hostel, for example, Rwanda incurred costs of RWF 1,920,313,920 (equivalent to about £981,679) and for the Gahanga Accommodation Project, the estimated costs were RWF 58,730,943,415 (equivalent to about £29,995,331).²⁸
55. **Seventh**, Rwanda allocated and spent the ETIF funds. For example, of the first tranche of £120 million received under the ETIF, the funds were divided across the education, health, job creation, infrastructure, agriculture and IT sectors. As the UK acknowledged,²⁹ 39% was spent “*on education, 13% on health, 19% on job creation, 21% on infrastructure, 5% on agriculture and 2% on IT*”.³⁰ Flagship projects included a school construction project run by the Ministry of Education, the purchase of health equipment for the Rwanda Biomedical Centre and economic recovery support to local factories in a scheme run by the Ministry of Finance and Economic Planning.³¹ Rwanda, thus, relied on the ETIF payments that it received to support a specific plan of public expenditure that was central to the implementation of the objectives of its core national strategies, including the Rwanda-UNHCR Joint Strategy and Vision 2050. The UK was apprised of Rwanda’s activities and plans, and was fully supportive of

²⁸ Using the exchange rate of 1.00 RWF = 0.00051071 GBP.

²⁹ UK House of Commons, Public Accounts Committee, Oral Evidence: UK-Rwanda Migration and Economic Development Partnership, Evidence of Sir Matthew Rycroft, Permanent Secretary – Home Office, HC 410, available at <https://committees.parliament.uk/oralevidence/14018/pdf/>, C-14.

³⁰ Rwandan Ministry of Finance and Economic Planning, Submission of First Tranche of ETIF Budget Allocation Report, 23 November 2022, p.2 C-24.

³¹ Rwandan Ministry of Finance and Economic Planning, Submission of First Tranche of ETIF Budget Allocation Report, 23 November 2022, p.3, C-24.

them.

H. THE UK’S CHANGE IN POLICY

56. On 6 July 2024, the new UK Prime Minister, Sir Keir Starmer, announced that the MEDP was “*dead and buried*” on his first full day in office.³² The Rwandan Government received no advance notice of the UK’s intention to terminate the MEDP.
57. On 8 July 2024, the Ministry of Foreign Affairs and International Cooperation sent a Note Verbale No. 068/09.01/CAB.PS/24,³³ referring to the public statements of the UK Prime Minister and Home Secretary in relation to the MEDP. The Ministry observed that no formal communication has been received from the UK Government regarding the termination of the Agreement, even though Rwanda had a legitimate expectation to be consulted in advance, “*in the spirit of the partnership that has always characterized the MEDP*”.
58. On the same day, the Rwandan Government also issued a press release in which it took note of the UK Government’s intention to terminate the Agreement. The Rwandan Government observed as follows:³⁴

This partnership was initiated by the Government of the UK in order to address the crisis of irregular migration affecting the UK — a problem of the UK, not Rwanda.

Rwanda has fully upheld its side of the agreement, including with regard to finances, and remains committed to finding solutions to the global migration crisis, including providing safety, dignity and opportunity to refugees and migrants who come to our country.

59. Also on 8 July, the UK High Commission to Rwanda sent Note Verbale NV 111/2024,³⁵ in which it informed the Ministry that “[f]ollowing the change of His Majesty’s Government ... no future removals of individuals to Rwanda under the [MEDP] are scheduled or intended to be scheduled”. It further notified the Ministry that the UK would be “*considering the issue of formal*

³² BBC News, ‘Starmer confirms Rwanda deportation plan ‘dead’’, 6 July 2024, available at <https://www.bbc.co.uk/news/articles/cz9dn8erg3zo>, C-25.

³³ Rwanda’s Note Verbale No. 068/09.01/CAB.PS/24, 8 July 2024, C-26.

³⁴ Rwandan Government, ‘Comment on the Migration and Economic Development Partnership’, 8 July 2024, available at <https://www.gov.rw/blog-detail/comment-on-the-migration-and-economic-development-partnership>, C-27.

³⁵ UK’s Note Verbale NV 111/2024, 8 July 2024, C-28.

termination of the treaty under Article 23 in due course”.

I. THE NOVEMBER 2024 NOTES VERBALES

60. Nothing was heard from the UK for several months.
61. Then, on 13 November 2024, the UK High Commission to Rwanda sent Note Verbale NV 182/2024.³⁶ In that Note Verbale, the UK notified Rwanda that it “*intends to formally terminate the MEDP Treaty*”. The Note Verbale further provided as follows: “[i]n this context, and in anticipation of the formal termination of the Agreement, the Government of the [UK] respectfully requests that [Rwanda] forgo any additional payments under the [ETIF]. This request is supported by the annexed technical Not[e] Verbale”. The Note Verbale ended with the standard courtesy greeting used on all diplomatic notes, with no request for a reply using specified wording. Nor did it contain any statement that this Note and its reply would have any legal or other effect.
62. The Note Verbale had an annex (the *November 2024 Annex*) where the following relevant proposals from the UK “*in anticipation of the formal termination of the Agreement*” were set out (emphasis added):
1. That Rwanda **acknowledges and agrees** that the Economic Transformation and Integration Funds of £50 million due in April 2025 and April 2026 in accordance with paragraphs 2.3.1 and 2.3.2 of the Finance Note will not be paid and that the Finance Note is accordingly amended.
 2. That Rwanda and the United Kingdom continue to discuss arrangements for formal termination of the Agreement including financial arrangements related to termination ... so as to reach an agreement on these issues as soon as possible.
63. The November 2024 Annex concluded with the following paragraph:
- If the proposals set out above are acceptable to the Government of Rwanda, I have the honour to propose that this Note and your reply to that effect will place on record the understanding of our two Governments in this matter, which will come into effect on the date of your reply.
64. On 14 November 2024, the Ministry of Foreign Affairs and International Cooperation responded to the UK’s proposal in Note Verbale No.

³⁶ UK’s Note Verbale NV 182/2024, 13 November 2024, C-29.

8520/09.16/North.E/24³⁷ noting the UK’s “*intention ... to formally terminate*” the Agreement as well as its “*reques[t]*” that Rwanda forgo additional payments. The Ministry then stated: “*The Ministry of Foreign Affairs and International Cooperation has the further honor to confirm that the proposed arrangements are acceptable to the Government of the Republic of Rwanda*”.

65. However, the discussions referenced in the November 2024 Annex did not take place. Nor, at that stage, was the Agreement terminated under Article 23(5) of the Agreement. The November 2024 Annex expressly stated as a term of the proposal that “*this Note does not constitute a termination of the Agreement, nor should it be construed as a notification of termination.*”
66. Crucially, Rwanda’s reply did not respond to the concluding words of the November 2024 Annex. Nor did Rwanda’s reply “*acknowledge and agree*” that the funds referred to in paragraph 1 of the November 2024 Annex would not be paid. Nor did Rwanda’s reply otherwise agree that the 2024 Finance Note was amended.
67. Several months passed without the UK either seeking to terminate the Agreement, or seeking to agree a termination package that would encompass revised financial arrangements, as the November 2024 Annex had envisaged.
68. In the circumstances, on 25 February 2025, the Ministry informed the UK that the arrangements outlined in the November 2024 Annex were no longer “*acceptable to the Government of the Republic of Rwanda*”.³⁸
69. On 6 March 2025, the UK High Commission to Rwanda sent Note Verbale NV 032/2025.³⁹ The UK reconfirmed that it intended to terminate the Agreement and that steps were being taken to effect termination. It stated that “*no further payment of the Economic Development Partnership funds will be paid under*

³⁷ Rwanda’s Note Verbale No. 8520/09.16/North.E/24, 14 November 2024, C-30.

³⁸ Rwanda’s Note Verbale No. 1499/09.16/North.E/25, 25 February 2025, C-31.

³⁹ UK’s Note Verbale NV 032/2025, 6 March 2025, C-32.

the Finance Note".

J. EXCHANGES BETWEEN THE PARTIES

70. On 24 March 2025, the Ministry sent a letter⁴⁰ to the UK where it referred to the previous exchanges and noted the following:

Pursuant to the Finance Note, the Year 2 ETIF payment is due on 13 April 2025. However, in a Note Verbale dated 06 March 2025, the United Kingdom declared its intention to withhold the next ETIF instalment, in direct contravention of its obligations under Article 18 of the Agreement.

...

Given the absence of mutual agreement to amend the Agreement and the UK's failure to discharge its financial obligations, Rwanda asserts that the ETIF payments are legally due.

71. In the same letter, the Ministry also noted that:

[t]he ETIF is not a discretionary fund – it is a contractual commitment designed to support refugee welfare and Rwanda's sustainable economic growth as a host nation. The UK's unilateral decision to halt these payments is not only a violation of its binding financial obligations but a direct attack on Rwanda's ability to provide protection and humanitarian aid.

72. The Ministry further commented that:

the UK is legally bound to resettle a portion of the most at-risk refugees from Rwanda in recognition of the shared responsibility to provide international protection. Many of these refugees face imminent threats should they be forced to return to the DRC, where their communities remain under attack. Yet, despite its self-proclaimed commitment to a 'long proud history of providing protection', the UK has failed to take any concrete action to fulfill its obligations under the Agreement.

73. The Ministry demanded that "*the Joint Committee urgently finalize arrangements for the resettlement of these refugees in the UK*".

74. On 1 April 2025, the UK set out its position in response to the Ministry's letter of 24 March 2025.⁴¹ The UK expressed the view that:

- a. The November 2024 Notes amended the 2024 Finance Note to remove

⁴⁰ Letter from Ms Clementine Mukeka to Mr Daniel Hobbs, 24 March 2025, C-33.

⁴¹ Letter from Mr Daniel Hobbs to Ms Clementine Mukeka, 1 April 2025, C-34.

payment of the ETIF funds due in April 2025 and April 2026. As a result, *“there is no legal obligation binding on the UK to make further ETIF payments”*.

- b. As regards Article 19 of the Agreement, it *“does not place a binding legal obligation on the UK to resettle refugees from Rwanda to the UK as such arrangements have not been made”*.

K. THE UK’S NOTICE OF TERMINATION

- 75. On 16 December 2025, the UK gave notice to Rwanda of the termination of the Agreement.⁴² In accordance with Article 23(5) of the Agreement, the termination will take effect three months from the date of notification.

III. THE UK’S OBLIGATIONS

A. THE 2024 FINANCE NOTE

The legal principles

- 76. The Parties entered into various exchanges of Notes Verbales, as set out above. There is a question as to whether those bilateral exchanges of Notes gave rise to binding treaty obligations and whether the Parties have expressed the necessary consent to be bound.

Treaties versus non-legally binding instruments

- 77. The relevant legal principles are as follows:
 - a. A *“treaty”* is an *“international agreement concluded between States in written form and governed by international law”*, as set out in Article 2(1)(a) of the Vienna Convention on the Law of Treaties⁴³ (the *VCLT*), to which both Rwanda and the UK are parties.
 - b. In order for *“agreements”* to have *“legal force”*, *“they require an intention of the parties to be bound by legal obligations”*.⁴⁴

⁴² UK’s Note Verbale NV/159/2025, 16 December 2025, **C-35**.

⁴³ Vienna Convention on the Law of Treaties, signed on 23 May 1969, entered into force on 27 January 1980, 1155 UNTS 331, **CLA-3**.

⁴⁴ *Obligation to Negotiate Access to the Pacific Ocean (Bolivia v. Chile)*, Judgment, ICJ Reports 2018, p. 507,

- c. “*In the absence of express terms*” as to the status of the agreement, the parties’ intentions will be discerned from “*an objective examination of all the evidence*” available.⁴⁵ This will include the “*terms used*”, the “*subject-matter*” and “*the conditions of the negotiations*”.⁴⁶

78. By way of illustration, the International Court of Justice concluded in *Maritime Delimitation and Territorial Questions between Qatar and Bahrain* that certain minutes constituted a treaty because they “*enumerate ... commitments to which the Parties have consented*” rather than being a “*simple record of a meeting*”.⁴⁷ The Court reached this conclusion despite the statement of the Foreign Minister of Bahrain to the Court that “*at no time did I consider that in signing the Minutes I was committing Bahrain to a legally binding agreement*”.⁴⁸ Similarly, in *Maritime Delimitation in the Indian Ocean*, the memorandum of understanding at issue was found to be a treaty, as it was a document “*in which Somalia and Kenya record their agreement on certain points governed by international law*”.⁴⁹

Consent to be bound

79. The relevant legal principles are the following:
- a. As Article 2(1)(a) of the VCLT makes clear, a treaty may be “*embodied ... in two or more related instruments*”.
 - b. In accordance with Article 11 of the VCLT, a State’s consent to be bound by a treaty “*may be expressed by ... [the] exchange of instruments constituting a treaty*”.
 - c. There are two circumstances in which the consent of States to be bound by such an exchange of instruments will be expressed by that exchange. These

para. 97, **CLA-4**.

⁴⁵ *Obligation to Negotiate Access to the Pacific Ocean (Bolivia v. Chile)*, Judgment, ICJ Reports 2018, p. 507, para. 91, **CLA-4**.

⁴⁶ *Obligation to Negotiate Access to the Pacific Ocean (Bolivia v. Chile)*, Judgment, ICJ Reports 2018, p. 507, para. 91, **CLA-4**.

⁴⁷ *Maritime Delimitation and Territorial Questions between Qatar and Bahrain*, Jurisdiction and Admissibility, Judgment, ICJ Reports 1994, p. 112, para. 25, **CLA-5**.

⁴⁸ *Maritime Delimitation and Territorial Questions between Qatar and Bahrain*, Jurisdiction and Admissibility, Judgment, ICJ Reports 1994, p. 112, para. 26, **CLA-5**.

⁴⁹ *Maritime Delimitation in the Indian Ocean (Somalia v. Kenya)*, Preliminary Objections, Judgment, ICJ Reports 2017, p. 3, para. 42, **CLA-6**.

are reflected in Article 13 of the VCLT.

- d. As set out in Article 13(a) of the VCLT, the first circumstance is where “*the instruments provide that their exchange shall have that effect*”. This is described as “*intrinsic proof*”,⁵⁰ as proof of consent will be found in the text of the instruments. In these cases, the reply note will often reproduce the identical text of the original note and indicate acceptance thereof.⁵¹ In practice, the reply note “*needs to state that the proposal is accepted and that the two notes taken together constitute an agreement*”.⁵²
- e. The second circumstance is addressed in Article 13(b) of the VCLT, which is where “*it is otherwise established that those States were agreed that the exchange of instruments should have that effect*”. This is described as “*extrinsic proof*”,⁵³ as proof of consent to be bound is found outside the text of the treaty. In these cases, a “*careful examination will be necessary, among other things, of the context, of any later agreement, of any subsequent applicative and interpretative practice, of the preparatory work of the treaty, as well as the circumstances relating to its conclusion*”.⁵⁴

80. These principles are illustrated in the International Court of Justice’s judgment in the *Obligation to Negotiate Access to the Pacific Ocean* case. In that case, one of the bases on which Bolivia alleged there was a binding obligation to negotiate was an exchange of Notes between the Parties in 1950. Bolivia’s Note Verbale had proposed to Chile that the Parties “*formally enter into direct negotiations to satisfy Bolivia’s fundamental need to obtain its own sovereign access to the Pacific Ocean, solving the problem of Bolivia’s landlocked situation*”.⁵⁵ Chile had replied that it was “*willing to formally enter into direct*

⁵⁰ O. Corten, P. Klein, V. Koutroulis and A. Lagerwell (eds.), *The Vienna Convention on the Law of Treaties: A Commentary*, (2nd ed., 2025), p. 301, **CLA-7**.

⁵¹ See *Obligation to Negotiate Access to the Pacific Ocean (Bolivia v. Chile)*, Judgment, ICJ Reports 2018, p. 507, para. 117, **CLA-4**; O. Corten, P. Klein, V. Koutroulis and A. Lagerwell (eds.), *The Vienna Convention on the Law of Treaties: A Commentary*, (2nd ed., 2025), p. 279, **CLA-7**; J. Barrett and R. Beckman, *Handbook on Good Treaty Practice* (2020), p. 258, **CLA-8**.

⁵² Jill Barrett and Robert Beckman, *Handbook on Good Treaty Practice* (2020) p. 258, **CLA-8**. See also *Obligation to Negotiate Access to the Pacific Ocean (Bolivia v. Chile)*, Judgment, ICJ Reports 2018, p. 507, para. 117, **CLA-4**.

⁵³ O. Corten, P. Klein, V. Koutroulis and A. Lagerwell (eds.), *The Vienna Convention on the Law of Treaties: A Commentary*, (2nd ed., 2025), p. 302, **CLA-7**.

⁵⁴ O. Corten, P. Klein, V. Koutroulis and A. Lagerwell (eds.), *The Vienna Convention on the Law of Treaties: A Commentary*, (2nd ed., 2025), **CLA-7**.

⁵⁵ *Obligation to Negotiate Access to the Pacific Ocean (Bolivia v. Chile)*, Judgment, ICJ Reports 2018, p. 507,

*negotiations aimed at finding a formula that will make it possible to give to Bolivia a sovereign access to the Pacific Ocean of its own, and for Chile to receive compensation of a non-territorial character”.*⁵⁶

81. The Court found that the exchange between Bolivia and Chile satisfied neither the first nor the second condition in Article 13: “*The first condition cannot be met, because nothing has been specified in the exchange of Notes about its effect. Furthermore, Bolivia has not provided the Court with adequate evidence that the alternative condition has been fulfilled.*”⁵⁷ The Court added that “*Chile’s Note ... conveys Chile’s willingness to enter into direct negotiations, but one cannot infer from it Chile’s acceptance of an obligation to negotiate Bolivia’s sovereign access to the sea.*”⁵⁸

The June 2024 Exchange of Notes

82. The first question is whether the 2024 Finance Note and the Ministry’s reply to it constituted a treaty effected by an exchange of Notes.
83. Rwanda understands the UK to accept that the June 2024 Exchange of Notes was binding. The UK’s position is that it was bound to make payment to Rwanda until that obligation was (on the UK’s case) amended by the subsequent exchange of Notes in November. As the UK put it in the Response to the Notice of Arbitration: “*from 14 November 2024 onwards, the United Kingdom has not been under any obligation to make any payments under paras 2.3.1 and 2.3.2.*”⁵⁹ This implies that the UK was so bound prior to that date by means of the June 2024 Exchange of Notes. This is also consistent with the position expressed in the UK’s 1 April 2025 letter. The UK stated that, by reason of the alleged amendment, “*there is no legal obligation binding on the UK to make further ETIF payments*” (emphasis added).⁶⁰

84. Rwanda agrees that the June 2024 Exchange of Notes constituted a binding

para. 108, **CLA-4**.

⁵⁶ *Obligation to Negotiate Access to the Pacific Ocean (Bolivia v. Chile)*, Judgment, ICJ Reports 2018, p. 507, para. 108, **CLA-4**.

⁵⁷ *Obligation to Negotiate Access to the Pacific Ocean (Bolivia v. Chile)*, Judgment, ICJ Reports 2018, p. 507, para. 116, **CLA-4**.

⁵⁸ *Obligation to Negotiate Access to the Pacific Ocean (Bolivia v. Chile)*, Judgment, ICJ Reports 2018, p. 507, para. 118, **CLA-4**.

⁵⁹ UK’s Response to Notice of Arbitration, paragraph 10(c).

⁶⁰ Letter from Mr Daniel Hobbs to Ms Clementine Mukeka, 1 April 2025, **C-34**.

arrangement, based on the Parties' joint understanding as to the application of Article 18 of the Agreement. To the extent necessary, Rwanda relies on the following points:

- a. **First**, the 2024 Finance Note did not contain a paragraph stipulating that its contents were not legally binding as a matter of domestic or international law, like paragraph 1.7 of the 2022 Finance Note. In fact, the UK included such a provision in an early draft of the 2024 Finance Note (paragraph 1.8) in parallel to its predecessor. Notably, that provision was struck out by the UK at Rwanda's insistence.⁶¹ This is reflected in the absence of paragraph 1.8 in the final text. It follows that the Parties accepted that the 2024 Finance Note was legally binding.
- b. **Second**, in further contrast to the 2022 Finance Note, the 2024 Finance Note contained a dispute settlement clause in paragraph 6.1 providing that disputes "*on funding*" (such as the present) were to be settled by reference to Article 22 of the Agreement, rather than by consultation. This provision was included at Rwanda's insistence and accepted by the UK.⁶² It indicates a clear intention to make the provisions of the 2024 Finance Note binding and legally enforceable. This is not least because Article 22 of the Agreement provides for arbitration under the PCA Rules 2012, which themselves require disputes to be resolved in accordance with international law (see Article 35). It follows that the June 2024 Exchange of Notes is a binding exchange of instruments governed by international law.
- c. **Third**, the UK states that its proposal is made "*for the purpose of confirming our joint understanding of Article 18 of the Agreement*". This language makes it clear that the June 2024 Exchange of Notes is intended to be closely related to the Agreement, which is a binding treaty. It also makes clear that the June 2024 Exchange of Notes is intended to be a subsequent agreement between the Parties for the purposes of Article 31(3)(a) of the VCLT. This implies that it has legal effect.

⁶¹ Comments by Rwanda on the draft 2024 Finance Note, 29 May 2024, C-36; Comments by the UK on the draft 2024 Finance Note, 19 June 2024, C-37.

⁶² *Ibid.*

- d. **Fourth**, paragraph 3 of the 2024 Finance Note refers to amendments taking place by “*written agreement between the Parties to Agreement*”. This language indicates that an amendment requires a legally binding agreement to be effective.
 - e. **Fifth**, the UK’s contemporaneous treatment of the 2024 Finance Note suggests that the UK views it as binding. Paragraph 1 of the November 2024 Annex states that funds were “*due*” in April 2025 and April 2026. This language implies that the UK was indebted to Rwanda. This, in turn, connotes that the payment obligations, at least, were of binding effect.
85. For all these reasons, the provisions of the 2024 Finance Note contained binding obligations upon the UK to pay sums to Rwanda. In particular, the UK was obliged under paragraph 2.3.2 to pay £50 million as part of the ETIF scheme within 10 days of 13 April 2025.

The November 2024 Notes Verbales

86. The next question is whether the Parties’ Notes Verbales in November 2024 modified the UK’s payment obligation under the 2024 Finance Note.
87. In accordance with paragraph 3 of the 2024 Finance Note, an amendment to the June 2024 Exchange of Notes would only be effective if it were made “*upon written agreement between the Parties to the Agreement*”.
88. In Rwanda’s submission, there was no such agreement. This is because the Rwandan Government’s response to the UK Government’s Note of 13 November 2024 did not express its consent to be bound by the draft amendments proposed in the November 2024 Annex:
- a. First of all, the main body of the UK Note contained no reference to amendments. Nor did the UK include any request to reply using particular words, or any reference to the Note together with a reply having any particular effect. That language was only included in the attached November 2024 Annex.
 - b. In that context, in its Note of 14 November 2024, the Ministry limited its reply to the following statement: “*The Ministry of Foreign Affairs and*

International Cooperation has the further honor to confirm that the proposed arrangements are acceptable to the Government of the Republic of Rwanda”.

- c. This shortened form of words was a deliberate departure from the language employed in the Ministry’s response to both the 2022 and 2024 Finance Notes. In its replies to those documents, Rwanda included the following additional language: “*and that [the High Commission’s] Note and this Note in reply will place on record the understanding of our two Governments on the matter and which will come into effect today*”.
 - d. This omission was despite the UK’s request in the November 2024 Annex that Rwanda “***acknowledges and agrees that the Economic Transformation and Integration Funds of £50 million due in April 2025 and April 2025 in accordance with paragraph 2.3.1 and 2.3.2 of the June 2024 Exchange of Notes will not be paid and that the June 2024 Exchange of Notes is accordingly amended***” (emphasis added). While Rwanda referred to the proposals in summary terms, its reply did not “agree” to them. Nor did Rwanda make reference to the language of “amendment”. Instead, the Rwandan Government merely confirmed that the proposed arrangements were “acceptable”, that is, capable of being accepted.
 - e. Accordingly, Rwanda did not mirror the UK’s language in the November 2024 Annex that the exchange of Notes would “*place on record the understanding of our two Governments on the matter and which will come into effect [on the date of Rwanda’s reply]*”. Rwanda’s Note did not include any language which expressly or impliedly specified that the Parties’ exchange would have binding effect, as Article 13(a) of the VCLT requires.
89. In short, an objective reading of the Parties’ November 2024 Notes Verbales shows that there was no “meeting of minds” between the Parties on any legally binding amendment to the 2024 Finance Note.
90. Furthermore, there is important context to Rwanda’s statement that the proposed arrangements were merely “acceptable”.
- a. The UK had made its request that Rwanda forgo the ETIF payments “in

anticipation of the formal termination of the Agreement". This language was repeated in the November 2024 Annex. Termination had not happened at that stage, and has still not happened.

- b. The Parties contemplated that termination would be negotiated between them. Crucially, those negotiations would include "*financial arrangements related to termination*". Indeed, paragraph 2 of the November 2024 Annex provided that "*Rwanda and the United Kingdom [would] continue to discuss arrangements for formal termination of the Agreement including financial arrangements related to termination ... so as to reach an agreement on these issues as soon as possible*".
 - c. In contrast to the 2024 Finance Note, the proposed amendments were set out in a separate annex, which indicates that the text was "on the table" for the discussions that the UK proposed in the Annex.
91. In that context, in replying that the proposed arrangements were "*acceptable*", Rwanda was signalling no more than a willingness to negotiate on the UK's proposed arrangements involving two interdependent elements: (i) Rwanda forgoing the ETIF payments (paragraph 1), and (ii) the Parties agreeing "*as soon as possible*" a termination package including financial arrangements relating to termination (paragraph 2).
92. It follows that, even if – contrary to Rwanda's primary case – Rwanda had accepted the unclear terms of the November 2024 Annex with binding effect, Rwanda's acceptance could have gone no further than the notion of Rwanda agreeing to forgo the ETIF payments if the Parties had expeditiously reached agreement on the termination package.

The effect of the UK's termination of the Agreement

93. As set out above, the UK gave notification of its termination of the Agreement on 16 December 2025, four days after filing its Response to the Notice of Arbitration. The impact of that notification is as follows:
- a. In accordance with Article 23(5), termination of the Agreement only takes effect three months from the date of notification, that is, on 16 March 2026.

- b. The June 2024 Exchange of Notes will only cease to have effect once the Agreement is effectively terminated, in accordance with paragraph 5.1 of the 2024 Finance Note.
- c. The UK's termination does not change the UK's obligation to pay any amount that was already due and payable under the June 2024 Exchange of Notes, in particular, the £50 million sum that was due to be paid within 10 days of 13 April 2025 for Year 2 remains so.
- d. Nor does the UK's termination have a further impact on the £50 million sum that is due within 10 days of 13 April 2026 for Year 3. Paragraph 5.2 of the 2024 Finance Note provides that "*After cessation of the Agreement, no payments of the [ETIF] will be payable for subsequent years*". Termination will take place within the 2026 calendar year, rather than the 2025 calendar year. This means that the obligation to pay the 2026 tranche of the ETIF has already crystallised, and the fact that the date indicated for payment will fall after termination takes effect cannot extinguish that obligation. Only payments in "*subsequent years*" are affected (i.e., 2027 onwards). As it happens, the Year 3 payment is the last one scheduled.
- e. Alternatively, if the Tribunal considers that the *pro rata* approach set out in paragraph 5.3 of the 2024 Finance Note should apply to a termination by the UK, Rwanda is entitled to a *pro rata* payment of the Year 3 amount to reflect the fact that the Agreement was terminated 2.5 months into 2026. It thus requests a payment of £10.4 million in the alternative.

B. ARTICLES 18 AND 19

The legal principles

- 94. Articles 18 and 19 both impose an obligation to "*make ... arrangements*" on specific subjects.
- 95. The relevant principles relevant to the interpretation of that obligation are as follows:
 - a. A State is free to resort to negotiations or to put an end to them. However, when they agree to be bound by an obligation to negotiate, "*States are*

*required under international law to enter into negotiations and to pursue them in good faith”.*⁶³

- b. This requires that States “*conduct themselves [so] that the negotiations are meaningful, which will not be the case when either of them insists upon its own position without contemplating any modification of it*”.⁶⁴ Instead, each State “*should pay reasonable regard to the interests of the other*”.⁶⁵
- c. Usually, an “*obligation to negotiate does not imply an obligation to reach an agreement*”.⁶⁶ However, a treaty may establish an obligation to conclude a subsequent agreement, which requires the pursuit of negotiations to that effect.⁶⁷ Equally, the parties may choose to establish “*an obligation to achieve a precise result*”.⁶⁸

Article 18

96. Article 18 of the Agreement required the Parties to “*make financial arrangements in support of the relocation of individuals under this Agreement*”.

97. Article 18 contains two related obligations:

- a. **First**, there is a procedural obligation. Article 18 obliged the Parties to establish financial arrangements. This required them to negotiate in good faith to achieve that objective. This is clearly an ‘obligation of result’: the Parties must achieve a specific outcome in their negotiations, i.e. the making of financial arrangements.
- b. **Second**, there is a substantive obligation. The good faith interpretation of Article 18, and good faith performance thereof, requires that the Parties implement the financial arrangements, once made, in good faith. This is

⁶³ *Obligation to Negotiate Access to the Pacific Ocean (Bolivia v. Chile)*, Judgment, ICJ Reports 2018, p. 507, para. 86, **CLA-4**.

⁶⁴ *North Sea Continental Shelf*, Judgment, ICJ Reports 1969, p. 3, para. 85, **CLA-9**.

⁶⁵ *Application of the Interim Accord of 13 September 1995 (the former Yugoslav Republic of Macedonia v. Greece)*, Judgment, ICJ Reports 2011 (II), p. 685, para. 132, **CLA-10**.

⁶⁶ *Pulp Mills on the River Uruguay (Argentina v. Uruguay)*, Judgment, ICJ Reports 2010 (I), p. 68, para. 150, **CLA-11**.

⁶⁷ See, e.g., *Tacna-Arica Question (Chile/Peru)*, 4 March 1925, II RIAA 921, p. 927, **CLA-12**.

⁶⁸ *Legality of the Threat or Use of Nuclear Weapons*, Advisory Opinion, ICJ Reports 1996 (I), p. 264, para. 99), **CLA-13**.

particularly so where:

- i. The Parties specifically characterised the financial arrangements as confirming their “*joint understanding of Article 18 of the Agreement*”. They thereby committed to an interpretation of Article 18 whereby the financial arrangements were an integral part of the obligation.
- ii. The Parties agreed that the binding financial arrangements made pursuant to Article 18 could not be amended without the subsequent written agreement of the Parties.

Article 19

98. Article 19 provided that the “*Parties shall make arrangements for the United Kingdom to resettle a portion of Rwanda’s most vulnerable refugees in the United Kingdom*”.

99. In Rwanda’s submission, the meaning of Article 19 is clear. Like Article 18, there was both a procedural component and a substantive component to Article 19:

- a. **First**, the Parties were obliged to negotiate in good faith to achieve a particular result. That result is the establishment of arrangements concerning the resettlement of “*a portion of Rwanda’s most vulnerable refugees in the [UK]*”.
- b. **Second**, the good faith performance of Article 19 required the UK to resettle those refugees in the manner agreed in the Parties’ arrangements.

IV. BREACHES OF THE AGREEMENT BY THE UK

A. BREACH OF THE 2024 FINANCE NOTE

100. As set out above, the joint understanding of Article 18 of the Agreement, as agreed by the Parties and recorded in paragraph 2.3.2 of the 2024 Finance Note, obliged the UK to pay Rwanda £50 million within 10 days of 13 April 2025 as part of the ETIF stream of payments. The Agreement remained in force as at that date, as did paragraph 2.3.2 of the 2024 Finance Note, for the reasons

explained above. However, no payment was made. The UK thereby breached paragraph 2.3.2 of the 2024 Finance Note.

101. On Rwanda’s alternative case, the UK remained in breach of paragraph 2.3.2 of the 2024 Finance Note. This is because Rwanda’s acceptance to negotiate on the basis of certain proposals cannot be taken as an agreement to those proposals, particularly where discussions about financial arrangements related to termination did not take place.

B. BREACH OF ARTICLE 18

102. As set out above, Article 18 required the Parties to establish financial arrangements and to implement those arrangements in good faith.

103. The UK has made plain that it does not intend to honour the financial arrangements agreed in the June 2024 Exchange of Notes, and that it is not prepared to agree to any alternative financial arrangements:

- a. On 6 March 2025, the UK stated that “*no further payment of the Economic Development Partnership funds will be paid under the Finance Note*”.⁶⁹
- b. On 1 April 2025, the UK referred to the November 2024 Notes Verbales. In its view, the effect of that exchange was that “*there is no legal obligation binding on the UK to make further ETIF payments*”.⁷⁰
- c. Later that month, the UK failed to pay the Year 2 amount of £50 million when due within 10 days of 13 April 2025.
- d. The UK has since confirmed its position in the Response to the Notice of Arbitration: “*from 14 November 2024 onwards, the United Kingdom has not been under any obligation to make any payments under paras 2.3.1 and 2.3.2*”.⁷¹

104. The UK’s conduct gives rise to two breaches of Article 18:

- a. **First**, the UK’s failure to implement the arrangements that it has made

⁶⁹ UK’s Note Verbale NV 032/2025, 6 March 2025, C-32.

⁷⁰ Letter from Mr Daniel Hobbs to Ms Clementine Mukeka, 1 April 2025, C-34.

⁷¹ UK’s Response to the Notice of Arbitration, paragraph 10(c).

pursuant to Article 18 places it in breach of Article 18.

- b. **Second**, and separately, the UK's disavowal of the June 2024 Exchange of Notes is a breach of the obligation to establish – and thus maintain – financial arrangements under Article 18. Rwanda places particular reliance on the UK's indication that there would be no further payment at all. Once it decided unilaterally to 'un-make' the arrangements it had made, the UK thus committed a further breach of Article 18 by refusing to take any step to achieve the result ("*financial arrangements*") to which it was committed under Article 18.

C. BREACH OF ARTICLE 19

- 105. As above, Article 19 required the Parties to negotiate in good faith to achieve arrangements concerning the resettlement of "*a portion of Rwanda's most vulnerable refugees in the [UK]*". Once established, those arrangements had to be implemented in good faith.
- 106. The UK has refused to enter into any discussions about arrangements to resettle a portion of Rwanda's vulnerable refugees in the UK. In particular:
 - a. On 24 March 2025, Rwanda asked that the Joint Committee "*urgently finalize arrangements for the resettlement of these refugees in the UK*".⁷² At this time, the Agreement remained binding on the Parties. Indeed, it would remain binding for another twelve months.
 - b. On 1 April 2025, the UK communicated its position on Article 19. It stated that Article 19 placed no binding legal obligation on the UK to resettle refugees from Rwanda, as no arrangements had been made.⁷³ It did not accede to Rwanda's request to make arrangements under Article 19. Instead, the UK referred to its notification that no future removals of individuals were scheduled to take place, thereby implying that it was unwilling to consider the resettlement of refugees in the light of the UK's change in policy.

⁷² Letter from Ms Clementine Mukeka to Mr Daniel Hobbs, 24 March 2025, C-33.

⁷³ Letter from Mr Daniel Hobbs to Ms Clementine Mukeka, 1 April 2025, C-34.

107. In refusing to participate in discussions about such “*arrangements*”, the UK is in breach of Article 19 of the Agreement.

V. REPARATION

A. LEGAL PRINCIPLES

108. The relevant principles are as follows:

- a. It is well-established in international law that a State that bears responsibility for an internationally wrongful act is obliged to make full reparation for the injury caused by that act.⁷⁴ It is equally well-established that reparation must, so far as possible, wipe out all consequences of the illegal act and re-establish the situation which would in all probability have existed had the act not been committed.⁷⁵
- b. Full reparation may take the form of restitution, compensation or satisfaction, either singly or in combination.⁷⁶
- c. Compensation should cover any financially assessable damage.⁷⁷ However, the absence of adequate evidence as to the extent of material damage will not, in all situations, preclude an award of compensation. Uncertainty as to the exact extent of the damage caused does not preclude a court or tribunal from determining the amount of compensation, including by way of a global sum.⁷⁸
- d. Further, a State responsible for an internationally wrongful act is under an obligation to give satisfaction for the injury caused by that act, insofar as it cannot be made good by restitution or compensation.⁷⁹
- e. Satisfaction may consist in an acknowledgement of the breach by way of a declaration of wrongfulness, an expression of regret, a formal apology or

⁷⁴ *Factory at Chorzów, Jurisdiction*, 1927, PCIJ Series A, No. 9, p. 21, **CLA-14**.

⁷⁵ *Factory at Chorzów, Merits*, 1928, PCIJ, Series A, No. 17, p. 47 **CLA-15**.

⁷⁶ ILC, ‘Articles on the Responsibility of States for Internationally Wrongful Acts, with commentaries’ (2001), Article 34, **CLA-16**.

⁷⁷ ILC, ‘Articles on the Responsibility of States for Internationally Wrongful Acts, with commentaries’ (2001), Article 36(2), **CLA-16**.

⁷⁸ *Armed Activities on the Territory of the Congo (Democratic Republic of the Congo v. Uganda)*, Reparations, Judgment, ICJ Reports 2022, p. 13, para. 106, **CLA-17**.

⁷⁹ ILC, ‘Articles on the Responsibility of States for Internationally Wrongful Acts, with commentaries’ (2001), Article 37(1), **CLA-16**.

some other appropriate modality.⁸⁰

B. REPARATION SOUGHT

109. In respect of the 2024 Finance Note and Article 18, Rwanda seeks:
- a. declarations as to the UK's indebtedness to Rwanda in respect of both the Year 2 and Year 3 sums and as to the UK's breach of paragraph 2.3.2 for its failure to pay the Year 2 sum when due;
 - b. a declaration as to the UK's breach of Article 18; and
 - c. an order that the UK pay Rwanda all outstanding sums.
110. In respect of Article 19 of the Agreement:
- a. It is no longer appropriate for the Parties to be directed to negotiate arrangements now that the UK has notified its termination of the Agreement. Instead, the primary remedy that Rwanda seeks is compensation for the UK's breach of Article 19.
 - b. The loss that Rwanda has suffered is the expense of accommodating refugees that would otherwise have been resettled in the UK, providing them with essential services as well as socio-economic opportunities. Those costs are not capable of straightforward assessment. However, Rwanda is able to offer the Tribunal a reasonable proxy for them:
 - i. Rwanda invites the Tribunal to refer to the sum that the Parties agreed Rwanda would be paid for each individual relocated to Rwanda under the Agreement, which was £20,000 (see paragraph 2.3.4 of the 2024 Finance Note). This amount represents the Parties' approximation of the expenses to which Rwanda would be put for each refugee.
 - ii. In terms of the number of refugees that would have been resettled in the UK, this figure was obviously yet to be agreed. However:

⁸⁰ ILC, 'Articles on the Responsibility of States for Internationally Wrongful Acts, with commentaries' (2001), Article 37(2), CLA-16. See, for example, *The Rainbow Warrior Affair*, 30 April 1990, XX RIAA 215, CLA-18.

1. The Parties had identified 300 as the number of relocated individuals that were intended to be transferred in Year 1 (see paragraph 2.3.2 of the 2022 Finance Note and 2.3.3 of the 2024 Finance Note).
 2. This is a reasonable estimation of the number of individuals that the Parties would have agreed be resettled in the UK, bearing in mind the principle of reciprocity that underlay the Partnership.
 3. This also accords with the approach adopted by the UK in the recent UK/France Agreement on the Prevention of Dangerous Journeys, which is also premised on the UK accepting a migrant from France for every migrant it returns to France.⁸¹
 4. It bears emphasis that this figure is far below the number of Rwandan refugees that were resettled in third countries in the same period.⁸²
 5. The figure of 300 is also insignificant when compared with the number of refugees that were resettled in the UK under various resettlement schemes, including the Afghan Citizens Resettlement Scheme and the UK Resettlement Scheme operated with the International Organisation for Migration.⁸³
- d. In those circumstances, Rwanda claims £6 million as compensation for the UK's breach of Article 19 of the Agreement, in addition to a declaration of breach. To put this figure in some context, the budgeting costs of implementing the Rwanda-UNHCR Joint Strategy were US\$25 million⁸⁴ and UNHCR's financial requirements for Rwanda for 2025 were US\$84.8 million.⁸⁵

⁸¹ Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the French Republic on the Prevention of Dangerous Journeys, signed in London on 29 July 2025 and in Paris on 30 July 2025, **C-38**.

⁸² See Rwandan Government, 'Refugee Resettlement Rwanda to Third Countries', 2020-2024, **C-39**. For example, the USA resettled 3518 Rwandan refugees in 2024, whereas Canada resettled 839.

⁸³ IOM, 'Resettlement', available at <https://unitedkingdom.iom.int/resettlement>, **C-40**.

⁸⁴ Rwanda- UNHCR Joint Strategy, p. 47, **C-2**.

⁸⁵ UNHCR, 'Rwanda Funding Update – 2025', available at <https://www.unhcr.org/media/rwanda-funding-update-2025>, **C-41**.

- e. Alternatively, if the Tribunal is not satisfied that there is adequate certainty as to the extent of the damage suffered by Rwanda, Rwanda seeks satisfaction. In particular, it invites the Tribunal to order that the UK convey a formal apology to Rwanda for its breach of the Agreement. This is in circumstances where Article 19 represented a key part of the bargain that was agreed between the Parties. The UK denounced that bargain without due consideration for Rwanda and its population of vulnerable refugees. More specifically, the two countries concluded a binding agreement intended to provide mutual support for national policy objectives that each regards as fundamental. In those circumstances, Rwanda considers that it was wrong for the UK to walk away from its obligations – while they remained fully in force and after Rwanda had taken significant steps both to implement its own obligations and to adjust its policies in the expectation of UK compliance – simply because its internal political assessment of the agreement’s convenience had changed. Rwanda is rightly aggrieved by the UK’s conduct and seeks an apology.
- f. Further, in the spirit of the very principles that underpinned the Partnership and in recognition of Rwanda’s continued commitment to hosting a large refugee population despite the UK having unilaterally brought that Partnership to an end, Rwanda invites the UK to make a special contribution to the UNHCR’s programme in Rwanda.

VI. PRAYER FOR RELIEF

- 111. The Claimant respectfully requests that the Arbitral Tribunal:
 - a. DECLARE that £50 million for Year 2 remains due and payable to Rwanda under paragraph 2.3.2 of the 2024 Finance Note;
 - b. DECLARE that the UK is in breach of paragraph 2.3.2 of the 2024 Finance Note for failing to pay £50 million for Year 2 within 10 days of 13 April 2025;
 - c. DECLARE that the UK is obliged to make payment for Year 3 of the Agreement in the amount of £50 million (alternatively, adjusted pro rata to reflect the Agreement’s termination on 16 March 2026);

- d. DECLARE that the UK is in breach of Article 18;
 - e. ORDER that the UK pay Rwanda all outstanding sums;
 - f. DECLARE that the UK is in breach of Article 19 of the Agreement;
 - g. ORDER the UK to pay Rwanda compensation for its breach of Article 19 of the Agreement in the sum of £6 million (alternatively, ORDER the UK to provide Rwanda with an apology for said breach);
 - h. ORDER pre- and post-award interest on any sums that are due to Rwanda;
and
 - i. AWARD Rwanda any further and other relief that the Arbitral Tribunal considers appropriate.
112. Rwanda reserves the right to amend or supplement the above prayers for relief in its further submissions in this arbitration and in accordance with any directions by the Arbitral Tribunal.

Respectfully submitted,



Dr. Emmanuel Ugirashebuja, Minister of Justice/Attorney General