

PCA Case No. 2025-45

ARBITRATION PURSUANT TO THE ASYLUM PARTNERSHIP AGREEMENT

THE REPUBLIC OF RWANDA
(Claimant)

v.

THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
(Respondent, and together with the Claimant “the Parties”)

STATEMENT OF DEFENCE

27 February 2026

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I. INTRODUCTION

1. This is the Statement of Defence of the United Kingdom of Great Britain and Northern Ireland (“**the United Kingdom**”). It responds to the Statement of Claim of the Republic of Rwanda (“**Rwanda**”) dated 27 January 2026. This Statement of Defence is filed pursuant to Article 21 of the 2012 Arbitration Rules of the Permanent Court of Arbitration (“**the PCA Rules**”) and Article 5 of the Supplementary Rules of Procedure and the Procedural Timetable appended to Procedural Order No. 1 dated 19 January 2026.
2. Rwanda has brought this claim pursuant to Article 22 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**” or “**the Asylum Partnership Agreement**”)¹ and para. 6.1 of the 2024 Finance Agreement² (as defined below).
3. As set out in section II below, the Agreement, which was signed on 5 December 2023 and entered into force on 25 April 2024, primarily concerned relocation from the United Kingdom to Rwanda of individuals who had arrived in the United Kingdom from 1 January 2022 through dangerous and unlawful methods and whose asylum claims had been deemed inadmissible within the United Kingdom. The Agreement established, among other things, an obligation on the Parties to “make financial arrangements in support of the relocation of individuals under this Agreement” (Article 18), which they did in June 2024 in the form of the 2024 Finance Agreement. The Agreement also stated in Article 19 that the Parties were to make arrangements for the United Kingdom to resettle a portion of Rwanda’s most vulnerable refugees in the United Kingdom.
4. In July 2024, less than three months after the Agreement had entered into force, and just weeks after the Parties had made the financial arrangements pursuant to Article 18

¹ C-19, 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 (“**the Asylum Partnership Agreement**”).

² The 2024 Finance Agreement consists of C-22, United Kingdom’s Note Verbale 101/2024 (20 June 2024) (as defined below, “**the 2024 Finance Note**”) and C-23, Rwanda’s Note Verbale 051/9.16/North. E/24 (21 June 2024).

to support relocation, a general election was held in the United Kingdom. The newly elected Government, in accordance with a pledge in its election manifesto,³ decided that it would not pursue the scheme of relocating individuals to Rwanda and promptly notified Rwanda that it intended to terminate the Agreement.⁴

5. Since that point, no individuals have been relocated to Rwanda under the Agreement.⁵ Following months of oral and written exchanges,⁶ in November 2024 the Parties entered into a binding agreement to amend the 2024 Finance Agreement.⁷ They agreed that the United Kingdom would not be obliged to make certain future payments in relation to the relocation scheme.
6. Neither Party has ever put forward a proposal for the resettlement in the United Kingdom of any refugees currently in Rwanda, and nor has either Party refused to participate in negotiations in that regard.⁸
7. On 25 February 2025, Rwanda sent a note verbale to the United Kingdom purporting to “rescind” the agreement of the previous November by which the Parties had amended the 2024 Finance Agreement.⁹ This purported unilateral rescission of a binding international agreement was of no legal effect.
8. By Note Verbale 159/2025 dated 16 December 2025, the United Kingdom notified Rwanda of the termination of the Asylum Partnership Agreement as it was entitled to do under its terms.¹⁰ As Rwanda has noted,¹¹ in accordance with Article 23(5) of the Agreement, the termination shall take effect three months from the date of that notification, on 16 March 2026.

³ **R-10**, Labour Party Manifesto 2024: Change (June 2024) (“**Labour Party Manifesto 2024**”), pp. 17, 129, available at <https://labour.org.uk/wp-content/uploads/2024/06/Labour-Party-manifesto-2024.pdf>.

⁴ **C-28**, United Kingdom’s Note Verbale 111/2024 (dated 8 July 2024).

⁵ Prior to the general election, four individuals were relocated to Rwanda under the Agreement: see **C-13**, United Kingdom Home Office, “Breakdown of Home Office Costs Associated with the MEDP with Rwanda and the Illegal Migration Act 2023” (2 December 2024), (“**Home Office Breakdown of Costs**”), 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>.

⁶ See further paras. 56–79 below.

⁷ **C-29**, United Kingdom’s Note Verbale 182/2024 (13 November 2024); **C-30**, Rwanda’s Note Verbale 8520/09.16/North. E/24 (14 November 2024).

⁸ See further section IV(B) below.

⁹ **C-31**, Rwanda’s Note Verbale 1499/09.16/North. E/25 (25 February 2025).

¹⁰ **C-35**, United Kingdom’s Note Verbale 159/2025 (16 December 2025).

¹¹ Statement of Claim, paras. 75, 93(a).

9. In these proceedings, Rwanda claims that:
- (a) The United Kingdom has breached its obligations concerning financial arrangements in support of relocation under the Agreement; and
 - (b) The United Kingdom has breached Article 19 of the Agreement, which concerns making arrangements to resettle a portion of Rwanda's most vulnerable refugees in the United Kingdom.
10. The United Kingdom denies both of these claims. In summary:
- (a) Article 18 of the Agreement obliged the Parties to “make financial arrangements in support of the relocation of individuals under this Agreement”. There is no question that the Parties made such arrangements in the form of the 2024 Finance Agreement. They thereby discharged their obligations under Article 18. Contrary to Rwanda's assertions,¹² Article 18 did not concern either the implementation or the maintenance of any arrangements which the Parties made. In any event, if Article 18 did impose obligations in respect of the implementation or maintenance of arrangements, the United Kingdom would not have breached such obligations.
 - (b) It is common ground between the Parties that the 2024 Finance Agreement imposed on the United Kingdom, among other obligations, a duty to make a payment of £50 million in each of April 2025 and April 2026, and recorded that the United Kingdom had made an equivalent payment due in April 2024. In November 2024, the Parties entered into an agreement by which they amended the 2024 Finance Agreement to terminate the United Kingdom's obligation to make the 2025 and 2026 payments. That this agreement was intended to bind the Parties under international law is clear from the text of the Parties' notes verbales which constituted that agreement,¹³ despite Rwanda's arguments to the contrary.¹⁴ Further, there were several months of exchanges before the final notes were exchanged which confirm that the Parties intended to reach a binding

¹² Statement of Claim, paras. 97(b), 102, 104.

¹³ **C-29**, United Kingdom's Note Verbale NV 182/2024 (13 November 2024); **C-30**, Rwanda's Note Verbale 8520/09.16/North. E/24 (14 November 2024).

¹⁴ Statement of Claim, paras. 61–66, 86–92.

agreement.¹⁵ Rwanda’s approach to these extensive exchanges in its Statement of Claim was simply to pretend that they did not occur, falsely alleging that “[n]othing was heard from the UK” between July and November 2024.¹⁶ Rwanda has also failed to address the Parties’ conduct subsequent to their agreement of November 2024.¹⁷ That conduct reinforces the conclusion that they intended that agreement to be binding. If, contrary to all of that, the Tribunal were to determine that the 2024 Finance Agreement was not amended, in the alternative, Rwanda would be precluded from enforcing the United Kingdom’s further payment obligations. This is because Rwanda represented that it would “forgo” future payments and the United Kingdom reasonably relied on that representation to its detriment.

- (c) Article 19 imposed on the Parties a joint obligation to “make arrangements for the United Kingdom to resettle a portion of Rwanda’s most vulnerable refugees in the United Kingdom”. The Parties have not made such arrangements, but neither Party suggests that this fact alone gives rise to a breach of Article 19. Instead, Rwanda’s key allegation is that the United Kingdom has refused to enter into negotiations with a view to making such arrangements. That allegation is not borne out by the documentary record, which shows only that, in the context of dispute settlement procedures commenced by Rwanda, the United Kingdom denied that it had already breached Article 19 by failing actually to resettle any refugees — a position which was correct as no arrangements in that regard had been made, since neither Party had sought to open discussions on the subject.

11. Given the obvious weaknesses in its legal arguments, Rwanda cannot genuinely be seeking to vindicate any supposed legal right through these claims. Rwanda’s real motivation is extrinsic to the subject matter of this case. In February 2025, the United Kingdom became gravely concerned about Rwanda’s role in the escalating conflict in the Democratic Republic of the Congo (“**the DRC**”). As a result, on 25 February 2025, the United Kingdom announced a series of diplomatic measures it would impose on

¹⁵ See further paras. 56–79, 139–151 below.

¹⁶ Statement of Claim, para. 60.

¹⁷ See paras. 81–85, 98, 152–153 below.

Rwanda.¹⁸ On the very same day, Rwanda issued its purported unilateral ‘rescission’ of the agreement reached in November 2024 to forgo future payments by the United Kingdom under the 2024 Finance Agreement.¹⁹ That the United Kingdom’s diplomatic measures in respect of Rwanda’s role in the DRC are the real impetus for these claims has remained clear in Rwanda’s subsequent correspondence.²⁰

12. Other than explaining as a matter of fact the impetus for Rwanda commencing this arbitration, matters related to the DRC conflict are of no relevance to the issues presented for decision in this case, and the United Kingdom accepts that Rwanda’s motivation for bringing its claims does not affect the Tribunal’s exercise of jurisdiction over those claims.²¹
13. The remainder of this Statement of Defence is structured as follows:
 - (a) Section II sets out the relevant facts;
 - (b) Section III addresses Rwanda’s claim that the United Kingdom has breached its international obligations in respect of financial arrangements;
 - (c) Section IV addresses Rwanda’s claim that the United Kingdom has breached Article 19 of the Agreement;
 - (d) Section V addresses the relief sought by Rwanda; and
 - (e) Section VI sets out the relief sought by the United Kingdom.
14. This Statement of Defence is accompanied by 48 annexes²² as set out in the List of Annexes, as well as 34 legal authorities as set out in the List of Legal Authorities.

¹⁸ **R-43**, United Kingdom Government, Press Release, “UK Statement on response to the situation in Eastern DRC” (25 February 2025) (“**United Kingdom Press Release on Eastern DRC**”), available at <https://www.gov.uk/government/news/uk-statement-on-response-to-the-situation-in-eastern-drc>.

¹⁹ **C-31**, Rwanda’s Note Verbale 1499/09.16/North. E/25 (25 February 2025).

²⁰ See paras. 88, 92 below.

²¹ **RLA-32**, *Allegations of Genocide under the Convention on the Prevention and Punishment of the Crime of Genocide (Ukraine v. Russian Federation: 32 States intervening)*, Preliminary Objections, Judgment, ICJ Reports 2024, p. 360 at p. 411, para. 115; **RLA-29**, *Alleged Violations of the 1955 Treaty of Amity, Economic Relations, and Consular Rights (Islamic Republic of Iran v. United States of America)*, Preliminary Objections, Judgment, ICJ Reports 2021, p. 9 at p. 37, para. 95; **RLA-8**, *Border and Transborder Armed Actions (Nicaragua v. Honduras)*, Jurisdiction and Admissibility, Judgment, ICJ Reports 1988, p. 69 at p. 91, para. 52.

²² The numbering of the annexes to this Statement of Defence starts at R-3, given that two annexes (**R-1** and **R-2**) accompanied the United Kingdom’s Response to the Notice of Arbitration.

II. THE RELEVANT FACTS

A. *Background to the Asylum Partnership Agreement*

15. On 24 March 2021, the United Kingdom's Secretary of State for the Home Department announced a New Plan for Immigration.²³ This Plan set out proposals to introduce a fair but firm asylum and immigration system, including by better protecting and supporting those in genuine need of protection, deterring illegal entry to the United Kingdom and breaking the business model of criminal networks while protecting the lives of those they endanger, and removing individuals with no right to be in the United Kingdom more easily.
16. Implementation of the New Plan for Immigration included the creation of a Third Country Asylum Processing Taskforce. The purpose of this Taskforce was to design and implement arrangements with a safe third country that could support asylum processing and long-term integration for individuals who had arrived illegally in the United Kingdom.
17. Following assessment, engagement and negotiation, Rwanda was identified as a suitable partner with the capability to provide the operational capacity, legal framework and assurances necessary for the safe relocation and processing of individuals in conformity with international obligations.
18. As Rwanda has stated,²⁴ in April 2022 the United Kingdom and Rwanda announced a programme entitled the Migration and Economic Development Partnership ("**the MEDP**"). The assurances given by Rwanda in respect of individuals who were to be relocated to Rwanda from the United Kingdom were initially recorded in a Memorandum of Understanding signed on 13 April 2022 ("**the MoU**").²⁵ The MoU was intended to "create a mechanism for the relocation of asylum seekers whose claims are not being considered by the United Kingdom, to Rwanda, who will process their

²³ **R-3**, United Kingdom Government, Policy paper, "New Plan for Immigration: legal migration and border control strategy statement 2021" (24 May 2021), available at <https://www.gov.uk/government/publications/new-plan-for-immigration-legal-migration-and-border-control/new-plan-for-immigration-legal-migration-and-border-control-strategy-statement-accessible-web-version>.

²⁴ Statement of Claim, para. 8.

²⁵ See **C-9**, Memorandum of Understanding between the government of the United Kingdom of Great Britain and Northern Ireland and the government of the Republic of Rwanda for the provision of an asylum partnership arrangement, signed on 13 April 2022 ("**the MoU**").

claims and settle or remove (as appropriate) individuals after their claim is decided” (para. 2.1). The MoU was non-binding, as recorded in para. 1.6, which stated: “This Arrangement will not be binding in International law.”

19. The MoU came into effect on the date when both Parties signed it (see para. 24) — namely, on 13 April 2022. Under para. 23.1, the arrangement was to “last 5 years”, unless “renewed upon request one year from the end of the period”. As the term “Year” was defined in para. 1.1(k) as “a full calendar year”, the MoU would cease to be in effect on 13 April 2027 (unless renewed or unless terminated earlier²⁶).

20. Paragraph 16.1 of the MoU stated:

“The Participants 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.”

21. Paragraph 19 of the MoU stated that the Parties “will make financial arrangements in support of the relocation of individuals under this Memorandum of Understanding”. The Parties made such financial arrangements by way of an exchange of notes of the same date as the MoU (“**the 2022 Finance Arrangement**”).²⁷ Paragraph 1.7 of the initiating note verbale sent by the United Kingdom (“**the 2022 Finance Note**”) expressly recorded the legal status of the 2022 Finance Arrangement as follows:

“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.”

22. The 2022 Finance Arrangement came into effect on the date on which Rwanda indicated that the arrangements proposed in the 2022 Finance Note were acceptable to it. This was 13 April 2022,²⁸ the same day as the MoU entered into effect. Under para.

²⁶ As to termination, para. 23.5 of the MoU provides: “This arrangement will cease to have effect upon agreement by both participants.”

²⁷ **C-10**, United Kingdom’s Note Verbale and Rwanda’s Reply (13 April 2022) (“**the 2022 Finance Arrangement**”).

²⁸ **C-10**, 2022 Finance Arrangement; Statement of Claim, para. 25. As to the date on which the 2022 Finance Arrangement came into effect, see also **C-15**, United Kingdom’s Note Verbale 105/2022 (6 July 2022); **C-16**, Rwanda’s Note Verbale 002/09.01/CAB.PS/2022 (13 July 2022).

5.1 of the 2022 Finance Note, the 2022 Finance Arrangement would terminate at the same time as the MoU.

23. Paragraph 1.2 of the 2022 Finance Note indicated that funding provided pursuant to the MoU and the Finance Note was “to create a mechanism for the transfer of Relocated Individuals” from the United Kingdom to Rwanda. As highlighted by Rwanda,²⁹ the 2022 Finance Arrangement set out two funding streams. The second, which is the one that is material for the present case, concerned the Economic Transformation and Integration Fund (“**the ETIF**”) (see para. 1.4).
24. Paragraph 2.3 of the 2022 Finance Note addressed payments for the ETIF. It stated:
- “2.3.1 The payment schedule for the Economic Transformation and Integration Fund are intended to be annual payments totalling:
- Year 1: £240million
 - Year 2: £100million
 - Year 3: £50million
 - Year 4: £50million
 - Year 5: £50million
- 2.3.2 Year 1 payments will be due in two tranches: £120m due within 10 (ten) days of signing the Memorandum of Understanding then another £120m will be due after the first 300 Relocated Individuals are transferred. Further annual payments from year 2 to year 5 will be due annually and should be received within 10 (ten) working days of the anniversary of the Memorandum of Understanding’s signing. In the event of an enforced pause resulting from a court order in the operation of the Memorandum of Understanding, as provided for in paragraph 23.2-23.4 of the Memorandum of Understanding, the anniversary dates for the pause of this paragraph will be deferred by the duration of the pause.”
25. Each “Year” therefore commenced on the anniversary of the date on which the MoU and the 2022 Finance Arrangement entered into force (i.e. 13 April 2022), with payment falling due within 10 days from the start of each “Year” (except for Year 1, when half the amount would fall due at that time, whereas the other half would fall due only after

²⁹ Statement of Claim, paras. 18–19.

300 individuals had been relocated). “Year 5” would commence on 13 April 2026 and conclude on 12 April 2027, with the MoU (absent renewal or earlier termination) ceasing to be in effect the following day.

26. Paragraph 5.2 of the 2022 Finance Note addressed the consequences of the United Kingdom terminating the MoU. It stated:

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

27. As Rwanda has acknowledged,³⁰ the United Kingdom paid the following sums pursuant to the 2022 Finance Arrangement:

- (a) In April 2022, £120 million in respect of Year 1;
- (b) In April 2023, £100 million in respect of Year 2; and
- (c) In April 2024, £50 million in respect of Year 3.³¹

28. On 15 November 2023, the Supreme Court of the United Kingdom handed down judgment in *AAA v Secretary of State for the Home Department*.³² As a result, the Parties decided to reinforce their commitments and place the safeguards concerning treatment of individuals relocated to Rwanda on the footing of a binding treaty — namely, the Asylum Partnership Agreement.

B. *The Asylum Partnership Agreement*

29. The Parties signed the Asylum Partnership Agreement on 5 December 2023.

³⁰ Statement of Claim, para. 26.

³¹ The months in which these payments were made is recorded in C-13, Home Office Breakdown of Costs. For the payments in April 2022 and 2024, Rwanda has suggested that the payments were received in the early days of May in the respective years: Statement of Claim, para. 26. The discrepancy may be due to processing times between payment being made by the United Kingdom and received by Rwanda.

³² R-7, *AAA v Secretary of State for the Home Department* [2023] UKSC 42, [2023] 1 WLR 4433 (15 November 2023).

30. Like the MoU, the Agreement primarily concerned relocation from the United Kingdom to Rwanda of individuals who arrived in the United Kingdom from 1 January 2022 through dangerous and unlawful methods and whose asylum claims had been deemed inadmissible within the United Kingdom. Specifically:
- (a) The Preamble to the Agreement recorded that the Parties had concluded the Agreement “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”.
 - (b) Article 2(1) provided that “[t]he 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”.
 - (c) According to Article 2(3)(a), the Agreement’s objective would be “secured” by, among other things, “creating a mechanism for the relocation to Rwanda of asylum seekers whose claims are not being considered by the United Kingdom, and by providing a mechanism for an asylum seeker’s claim for protection to be determined in Rwanda in accordance with the Refugee Convention and current international standards, including in accordance with international human rights law”.
 - (d) Part 2 of the Agreement concerned “Relocation Arrangements”, Part 3 concerned “Processing of Claims” in Rwanda, and Part 4 concerned “Treatment of Relocated Individuals”.
31. Part 7 of the Agreement concerned “Financial Arrangements”. It contained a single provision, Article 18, which stated:
- “The Parties shall make financial arrangements in support of the relocation of individuals under this Agreement.”

32. Article 19 was entitled “Resettlement of vulnerable refugees”. It reflected para. 16.1 of the MoU. It provided:

“The Parties shall make arrangements for the United Kingdom to resettle a portion of Rwanda’s most vulnerable refugees in the United Kingdom, recognising both Parties’ commitment towards providing better international protection for refugees.”

33. Article 20 concerned amendments to the Agreement. Article 20(1) provided as follows:

“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.”

34. Under Article 24, the Agreement would “enter into force on the date or receipt of the last notification by the Parties that their internal procedures for entry into force have been completed”. Rwanda provided the requisite notification on 23 April 2024.³³ The United Kingdom provided its notification on 25 April 2024,³⁴ and the Agreement therefore entered into force on that date.

35. The date on which the Agreement provided that it would cease to be in effect was the same as for the MoU: the Agreement would “last until 13 April 2027” (Article 23(1)). However, Article 23(5) conferred a right of unilateral termination, stating:

“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.”

36. Four individuals were relocated to Rwanda voluntarily pursuant to the Agreement.³⁵

C. Financial arrangements pursuant to the Agreement: the 2024 Finance Agreement

37. In accordance with Article 18 of the Agreement, the parties entered into financial arrangements in support of the relocation of individuals under the Agreement.

38. As Rwanda has indicated,³⁶ these financial arrangements were the subject of exchanges between the parties before agreement was reached, with each side marking up drafts of

³³ **R-8**, Rwanda’s Note Verbale 2879/09.16/North. E/24 (23 April 2024).

³⁴ **R-9**, United Kingdom’s Note Verbale 073/2024 (25 April 2024).

³⁵ See **C-13**, Home Office Breakdown of Costs.

³⁶ Statement of Claim, para. 84(a)–(b).

the proposed text. For example, the original draft of the financial arrangements, proposed by the United Kingdom, contained a paragraph stating:

“This Note Verbale is not legally binding under United Kingdom Law, Rwanda law or any other law including international law. ...”³⁷

Rwanda did not accept the inclusion of this clause, inserting a comment at that paragraph which stated:

“We need to revisit this provision as the NV is no longer attached to a non-binding MoU but to a binding treaty. We need to be able to enforce certain provisions for instance as it relates to the ETIF Funding schedule.”³⁸

The paragraph in question was therefore removed in subsequent drafts.³⁹

39. Following the exchanges between the Parties which resulted in an agreed text, on 20 June 2024 the British High Commission in Kigali sent Note Verbale 101/2024 to Rwanda’s Ministry of Foreign Affairs and International Cooperation (referred to by the Parties as “**MINAFFET**”, as an abbreviation for Ministère des Affaires Étrangères et de la Coopération) which set out proposed financial arrangements (“**the 2024 Finance Note**”).⁴⁰ The covering note and para. 1.2 both indicated that the arrangements were being proposed pursuant to Article 18 of the Agreement.⁴¹ Paragraph 1.3 stated that funding was intended:

“to create a mechanism for the transfer of Relocated Individuals to Rwanda, where the Relocated Individual’s protection claim will be processed or where they will be otherwise settled, in accordance with the Refugee Convention, current international standards, including in accordance with international human rights law and the separate assurances given under the Agreement”.

40. Like the 2022 Finance Note, the 2024 Finance Note referred to “two funding streams”. The first related to “the asylum and operational processing costs with associated infrastructure and livelihood costs for Relocated Individuals under the Agreement” (para. 1.4). The arrangements concerning this first stream were set out in para. 2.4 of

³⁷ C-36, Comments by Rwanda on the draft 2024 Finance Note (29 May 2024), para. 1.8.

³⁸ C-36, Comments by Rwanda on the draft 2024 Finance Note (29 May 2024), comment at para. 1.8.

³⁹ See C-37, Comments by the United Kingdom on the draft 2024 Finance Note (19 June 2024).

⁴⁰ C-22, United Kingdom’s Note Verbale 101/2024 (20 June 2024) (“**the 2024 Finance Note**”).

⁴¹ Paragraph 1.2 stated: “For the purposes of the Agreement this Note confirms the Parties’ joint understanding of the commitments on financial arrangements.”

the 2024 Finance Note. Paragraph 2.4.1 recorded that the United Kingdom had already “paid an advance of £20 million” as “a credit to pay for anticipated future asylum and operational costs”.

41. The second funding stream, described in para. 1.5 of the 2024 Finance Note, concerned the ETIF, which had been established in the 2022 Finance Note. The arrangements concerning the ETIF were set out in para. 2.3. It stated in relevant part:

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

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

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

42. The payments referred to as being payable in “Year 1”, “Year 2” and “Year 3” in the 2024 Finance Note were payments that in the 2022 Finance Note had been referred to as the “Year 3”, “Year 4” and “Year 5” payments. They were for the same amounts and fell due on the same annual cycle as had been established in the 2022 Finance Arrangement. In particular, the “Year 1” payment of £50 million under the 2024 Finance Agreement had been paid (as recorded in para. 2.3.2 of the 2024 Finance Note) in April 2024, as the “Year 3” payment under the 2022 Finance Arrangement,⁴² before the terms of the 2024 Finance Note had been agreed. In that context, it was clear that each respective “Year” under the 2024 Finance Note commenced on 13 April, with payment falling due within 10 days of the start of each “Year”, as had been the case under the 2022 Finance Note.
43. That annual cycle aligned with the overall term of the financial arrangements proposed in the 2024 Finance Note. Paragraph 5.1 stated that the 2024 Finance Note would “cease to have effect at the same time as the Agreement”. Thus, as was the case for the MoU,

⁴² See para. 27(c) above.

for the 2022 Finance Arrangement, and for the Asylum Partnership Agreement, the default position was that the agreement proposed in the 2024 Finance Note would terminate on 13 April 2027.

44. Paragraph 5.2 of the 2024 Finance Note addressed the financial consequences of termination by the United Kingdom in the same terms as para. 5.2 of the 2022 Finance Note, quoted above.⁴³

45. Paragraph 3 of the 2024 Finance Note addressed the possibility of the Parties amending the terms of the proposed agreement. Paragraph 3.1 provided that:

“Amendments to this Note Verbale may only be made upon written agreement between the Parties to the Agreement.”

46. The concluding text of the 2024 Finance Note stated as follows:

“If the arrangements set out above are acceptable to the Government of Rwanda, the High Commission has the honour to propose that this Note and the Ministry of Foreign Affairs and 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. MINAFFET replied to the United Kingdom’s 2024 Finance Note in its Note Verbale 051/09.16/North. E/24 dated 21 June 2024.⁴⁴ This note referred to the financial arrangements set out in the 2024 Finance Note, which it confirmed related to Article 18 of the Agreement. It proceeded to state:

“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.”

48. The 2024 Finance Note combined with Rwanda’s response were an agreement (“**the 2024 Finance Agreement**”) concerning financial arrangements in support of the relocation of individuals, pursuant to Article 18 of the Agreement.

⁴³ See para. 26 above. The only difference is that para. 5.2 of the 2024 Finance Note referred to “cessation of the Agreement”, whereas para. 5.2 of the 2022 Finance Note referred to “cessation of the Memorandum of Understanding”.

⁴⁴ C-23, Rwanda’s Note Verbale 051/9.16/North. E/24 (21 June 2024).

49. Rwanda contends that the 2024 Finance Agreement was an agreement that bound the Parties under international law.⁴⁵ This is common ground between the Parties. In particular, the United Kingdom agrees with Rwanda on the following matters:
- (a) The fact that there was no clause in the 2024 Finance Note stipulating that the Parties' agreement would not be binding under international law, and in particular that such a clause had initially been included but then removed following Rwanda's observation concerning it, is a compelling indicator that the Parties' agreement was binding.⁴⁶
 - (b) As noted by Rwanda in its comment on the draft of the 2024 Finance Note, the fact that the 2024 Finance Agreement was to be agreed in the context of an existing binding treaty (namely, the Asylum Partnership Agreement) provided an important contextual factor as to why the 2024 Finance Agreement would itself be binding.⁴⁷ This is a point reinforced by Rwanda in its Statement of Claim, in which it states that the fact that the Agreement and the 2024 Finance Agreement were "closely related ... makes clear that the June 2024 Exchange of Notes ... has legal effect".⁴⁸
 - (c) Both the terms used in the 2024 Finance Note and the Parties' contemporaneous conduct are relevant in showing that the Parties' agreement had binding legal effect.⁴⁹
50. Rwanda dedicates a significant portion of its Statement of Claim to arguing that it invested time and resources in implementing the MEDP.⁵⁰ However, as any investment by Rwanda in implementing the MEDP is not relevant to the legal issues in these proceedings, the United Kingdom does not comment on Rwanda's assertions. The United Kingdom does note, however, that Rwanda's limited supporting evidence does

⁴⁵ Statement of Claim, paras. 82–85.

⁴⁶ Statement of Claim, para. 84(a), citing **C-36**, Comments by Rwanda on the draft 2024 Finance Note (29 May 2024); **C-37**, Comments by the United Kingdom on the draft 2024 Finance Note (19 June 2024).

⁴⁷ See Rwanda's marginal comment at **C-36**, Comments by Rwanda on the draft 2024 Finance Note (29 May 2024), para. 1.8.

⁴⁸ Statement of Claim, para. 84(c).

⁴⁹ Statement of Claim, para. 84(d)–(e).

⁵⁰ Statement of Claim, paras. 48–55.

not extend past 2022.⁵¹ It is thus from before the Agreement and the 2024 Finance Note were agreed.

D. Decision not to pursue the relocation scheme

51. A general election was held in the United Kingdom on 4 July 2024. In its published election manifesto, the opposition Labour Party had pledged, if elected, not to pursue the scheme of relocating individuals to Rwanda under the Agreement.⁵²

52. The Labour Party prevailed in the general election and formed the new Government. Consistently with his party's manifesto pledge, on 6 July 2024 Prime Minister Keir Starmer stated in response to a journalist's question that the United Kingdom would not be pursuing the scheme of relocating individuals to Rwanda.⁵³

53. On 8 July 2024, four days after the election, the United Kingdom formally notified Rwanda of this decision. In Note Verbale 111/2024 to MINAFFET, the British High Commission stated:

“Following the change of His Majesty's Government, the High Commission wishes to inform that esteemed Ministry that the UK Government has today informed the High Court in the current legal proceedings that no future removals of individuals to Rwanda under the Migration and Economic Development Partnership are scheduled or intended to be scheduled. The UK Government will be considering the issue of formal termination of the treaty under Article 23 in due course.”⁵⁴

54. Rwanda confirmed receipt of this note verbale the following day.⁵⁵

⁵¹ See **C-24**, Rwandan Ministry of Finance and Economic Planning, Submission of First Tranche of ETIF Budget Allocation Report (23 November 2022); **C-14**, United Kingdom House of Commons, Public Accounts Committee, HC 410 (11 December 2023) (the answer to question 93 refers to expenditure “last year”, i.e. in 2022).

⁵² **R-10**, Labour Party Manifesto, pp. 17, 129.

⁵³ **C-25**, BBC News, “Starmer confirms Rwanda deportation plan ‘dead’” (6 July 2024), available at <https://www.bbc.com/news/articles/cz9dn8erg3zo>. The press conference on which this article was reporting can be viewed on YouTube at 10 Downing Street, “Prime Minister Keir Starmer holds a press conference at 10 Downing Street” (6 July 2024), available at [youtube.com/watch?t=1312&v=SMIICJmROBo&feature=youtu.be](https://www.youtube.com/watch?t=1312&v=SMIICJmROBo&feature=youtu.be) (the relevant question is asked at 22:06).

⁵⁴ **C-28**, United Kingdom's Note Verbale 111/2024 (8 July 2024).

⁵⁵ **R-12**, Email from Clementine Mukeka to Omar Daair et al, “RE: NV on MEDP” (9 July 2024).

55. Since the change in Government in the United Kingdom, no individuals have been relocated to Rwanda under the Agreement.

E. Amendment of the 2024 Finance Agreement: the Amendment Agreement

56. Rwanda claims that, after the United Kingdom’s note verbale of 8 July 2024, “[n]othing was heard from the UK for several months”, until the British High Commission in Kigali sent Note Verbale 182/2024 on 13 November 2024 proposing to amend the 2024 Finance Agreement.⁵⁶
57. This presentation of the facts is demonstrably false. In the period between 8 July and 13 November 2024, the Parties engaged in multiple written and verbal exchanges concerning the United Kingdom’s decision not to pursue the relocation scheme and ultimately to terminate the Agreement. Among the principal topics of discussion was termination of the United Kingdom’s obligation to make payments under the ETIF for “Year 2” and “Year 3” of the 2024 Finance Agreement.
58. On 9 September 2024, the British High Commission in Kigali sent Note Verbale 156/2024 in which it invited MINAFFET to engage in meetings with officials from the United Kingdom’s Home Office who would be visiting Rwanda in order to “discuss the logistics and timelines for the subsequent withdrawal of the United Kingdom of Great Britain and Northern Ireland from the Migration and Economic Development Partnership”.⁵⁷ The United Kingdom intended also to address the future of certain migrants from the British Indian Ocean Territory to whom the Republic of Rwanda had provided emergency medical treatment, who at that time remained in Rwanda. These transfers had not been made pursuant to the relocation scheme under the MEDP or the Agreement. By way of Note Verbale 166/2024 dated 1 October 2024, the High Commission requested that key meetings be held on 3 October 2024 to discuss those topics.⁵⁸
59. Pursuant to that request, on 3 October 2024 a meeting was held between United Kingdom Home Office officials who travelled to Rwanda and representatives of the

⁵⁶ Statement of Claim, paras. 60–61.

⁵⁷ **R-13**, United Kingdom’s Note Verbale 156/2024 (9 September 2024).

⁵⁸ **R-14**, United Kingdom’s Note Verbale 166/2024 (1 October 2024).

Rwandan Government.⁵⁹ The United Kingdom’s internal note of this meeting recorded that:

- (a) Rwanda confirmed that the four individuals who had been voluntarily relocated to Rwanda would “remain in Rwanda under the terms of the treaty”, and that “[t]his matter is therefore closed”.
- (b) Rwanda was cognisant of the need to establish its expenditure in relation to the £20 million advance for operational costs provided by the United Kingdom. The note says that the Government of Rwanda was “in the process of putting together their annual spending report” and would “share this with us in December, which will demonstrate how much of the £20m has been spent”. The United Kingdom’s internal note indicated that Home Office officials had made “clear in the margins of the meeting that no further money should be expected” from the United Kingdom in relation to operational costs.
- (c) The Parties discussed the termination of the United Kingdom’s obligation to make future ETIF payments. The United Kingdom’s internal note records that the United Kingdom explained to Rwanda various means by which those payment obligations could be terminated. One option was that the United Kingdom could immediately commence the process of terminating the Asylum Partnership Agreement, which would bring about the termination of the 2024 Finance Agreement.⁶⁰ This would require it first to repeal the Safety of Rwanda (Asylum and Immigration) Act 2024 (“**the SoRA**”), which was the statute that referred to the Asylum Partnership Agreement in the context of providing for various measures in domestic law concerning removals to Rwanda. The alternative was that the Parties could conclude an agreement that the ETIF payment obligations would be terminated notwithstanding that the Agreement would remain in force for some further time period. In this regard, the United Kingdom’s internal note recorded:

“We talked GoR through the timeline for revoking the Safety of Rwanda Act in order to bring the treaty to an end, and the reasons for needing to do so in the way set out. We then made the case

⁵⁹ **R-15**, Email from Richard Williams to John Brocklehurst et al, “READOUT: Negotiations with the Government of Rwanda” (3 October 2024).

⁶⁰ **C-22**, 2024 Finance Note, para. 5.1.

that our desire is not to do so, and highlighted the risk of further negative media coverage of Rwanda, that we wished to avoid. GoR appeared open to agreeing a Notes Verbale confirming that all parties agree that no further ETIF payments are due.”

- (d) The note further recorded that the GoR requested “to be added to the DVA list in Spring”. This was a reference to certain preferential “Diplomatic Visa Arrangements” which the United Kingdom had in place for certain States, which Rwanda sought to have extended to Rwandan diplomatic representatives and civil servants.
60. On 10 October 2024, a call took place between the United Kingdom’s Home Secretary, Yvette Cooper, and the Rwandan Foreign Minister, Olivier Nduhungirehe. The Home Office’s internal note of that meeting recorded that “[i]t was agreed” that “Government of Rwanda would sign a Notes Verbale that removes the obligation to pay any further sums under the Economic Transformation and Integration Fund”, with a draft note verbale reflecting that agreement to be sent by the United Kingdom the following day.⁶¹ The United Kingdom also agreed to “extend Diplomatic Visa Arrangements to the Government of Rwanda in the Spring Immigration Rules change”. As a result of the agreed termination of ETIF payment obligations, the Home Office indicated that it would not be necessary to bring forward a bill repealing the SoRA.
61. Accordingly, the following day, 11 October 2024, Charlotte Murfin (within the Home Office, the Bill Manager for the Border Security, Asylum and Immigration Bill) conveyed the relevant content of the Home Office’s internal note of the call with Rwanda’s Foreign Minister to Emily Dunn (who worked at the Parliamentary Business and Legislation Cabinet Committee within the United Kingdom’s Cabinet Office and was involved in the contingency planning for a Bill which may have been required to repeal the SoRA). On the basis of the information in that internal note, Ms Murfin indicated her expectation that “we will no longer need to bring forward the Bill repealing the SoRA next week”.⁶²

⁶¹ **R-16**, Email from Richard Williams to Simon Ridley et al, “READOUT: Home Secretary / Minister Nduhungirehe (GoR) bilat” (10 October 2024).

⁶² **R-17**, Email from Charlotte Murfin to Emily Dunn et al, “[O-S] Update on SoRA repeal” (11 October 2024).

62. Also on 11 October 2024, and as agreed in the call between the United Kingdom Home Secretary and the Rwandan Foreign Minister the previous day, the United Kingdom (through its High Commission in Kigali) sent a draft note verbale to Rwanda.⁶³ The cover email to Rwanda noted that it was possible that the Parties could “aim to sign today”. Notably:

- (a) The draft text attached to the email stated, at para. 1.6, that the note “amends and replaces in entirety” the 2024 Finance Agreement.
- (b) The draft text did not refer to the United Kingdom making any payments in relation to the ETIF scheme. This reflected the agreement reached by the Parties that the United Kingdom’s obligation to make future ETIF payments would be terminated.
- (c) The draft text stated at para. 1.9:

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

63. The same day, Grace Nyinawumuntu (a Director General within MINAFFET) replied asking the United Kingdom to produce its draft “in track changes mode” against the 2024 Finance Note.⁶⁴ Richard Williams, of the Home Office,⁶⁵ replied indicating that it was impractical to produce “a track changes document” given the substantial differences between the two documents, highlighting the “significant” changes, “as we have entirely removed the ETIF elements”.⁶⁶

⁶³ **R-18**, Email from David Rinnert to Clementine Mukeka et al, “For GoR comments following Ministerial call last night: Draft Finance NV” (11 October 2024); and the attachment to that email: **R-19**, Attachment: “NV re finances for termination RW comments” (11 October 2024).

⁶⁴ **R-20**, Email from Grace Nyinawumuntu to David Rinnert et al, “RE: For GoR comments following Ministerial call last night: Draft Finance NV” (11 October 2024).

⁶⁵ Mr Williams’ role was Deputy Director of the Home Office’s Third Country Asylum Processing Taskforce.

⁶⁶ **R-21**, Email from Richard Williams to Grace Nyinawumuntu et al, “RE: For GoR comments following Ministerial call last night: Draft Finance NV” (11 October 2024).

64. The next week, on 15 October 2024, Rwanda transmitted a revised draft note verbale to the United Kingdom.⁶⁷ In the cover email from Ms Nyinawumuntu, Rwanda said that the purpose of its draft was to “propose amendments to the Financial NV, agreeing to halt the ETIF payment schedule and clarifying the continuation of responsibilities in anticipation of the UK’s formal termination notice”.⁶⁸ The email stated that the draft attached “accurately reflects” Rwanda’s “perspective” on the Parties’ discussions.
65. As to the text of Rwanda’s draft:⁶⁹
- (a) Rwanda had removed any reference to the agreement not being binding under international or domestic law. Notably, also at Rwanda’s instigation, the same amendment had been made to a draft of the 2024 Finance Note.⁷⁰ Rwanda has rightly observed that this indicated that the 2024 Finance Agreement was a legally binding agreement.⁷¹
 - (b) As to future payments under the ETIF, Rwanda’s draft stated:
 - “2.3.1. The payment schedule for the economic transformation and integration fund is halted pending formal notification of termination of the Agreement. The United Kingdom will not make any further payments to the economic transformation and integration fund.
 - 2.3.2. All provisions under paragraph 2.3 of the Arrangement [i.e. the 2024 Finance Agreement] are hereby replaced by paragraph 2.3.1 above.”
66. It was therefore clear from Rwanda’s draft that it envisaged that: (i) the United Kingdom would not be required to make any future payments under the ETIF; (ii) the 2024 Finance Agreement would be amended to that effect; and (iii) the agreement would be binding under international law.

⁶⁷ **R-22**, Email from Grace Nyinawumuntu to David Rinnert et al, “Re: For GoR comments following Ministerial call last night: Draft Finance NV” (15 October 2024); and the attachment to that email: **R-23**, Attachment: “Draft NV ON MEDP October 2024 (Rwanda side) (1)” (15 October 2024).

⁶⁸ **R-22**, Email from Grace Nyinawumuntu to David Rinnert et al, “Re: For GoR comments following Ministerial call last night: Draft Finance NV” (15 October 2024).

⁶⁹ **R-23**, Attachment: “Draft NV ON MEDP October 2024 (Rwanda side) (1)” (15 October 2024).

⁷⁰ **C-36**, Comments by Rwanda on the draft 2024 Finance Note (29 May 2024), para. 1.8. See also para. 38 above.

⁷¹ Statement of Claim, para. 84(a).

67. Rwanda’s draft also dealt, in para. 2.4, with asylum processing and operational costs. Noting the United Kingdom’s payment of an advance of £20 million in that regard (as noted in para. 2.4.1 of the 2024 Finance Note⁷²), it stipulated the purposes to which Rwanda was to put those funds (see para. 4.2.1). It also stated (at para. 4.1) that Rwanda would be obliged to return to the United Kingdom any part of the advance which it had not spent or committed.
68. The United Kingdom responded to Rwanda the following day (on 16 October 2024), stating that it was “happy to agree to the proposal being framed in the way you most helpfully set out”.⁷³ The United Kingdom attached a further revised draft text, which made no changes to para. 2.3 of Rwanda’s draft (concerning the termination of ETIF payment obligations) and which did not seek to reinsert any stipulation that the agreement would not be binding under international law.⁷⁴ The substantive changes that the United Kingdom suggested (marked in track changes) primarily concerned the purposes to which Rwanda could put the £20 million advance for operational costs, as well as modalities for assessing unspent sums which would need to be returned to the United Kingdom.⁷⁵ As explained in the cover email, these changes were proposed in order “to meet certain audit and scrutiny requirements on the UK side”.⁷⁶ The United Kingdom offered a call “if it is helpful to work through any outstanding questions with a view to finalising this NV”.
69. On 22 October 2024, the British High Commissioner in Kigali, Alison Thorpe, sent a yet further revised draft of the note verbale to Ms Nyinawumuntu in light of a discussion between them the previous day.⁷⁷ Again, in this draft, no changes were made to para.

⁷² **C-22**, 2024 Finance Note, para. 2.4.1. See also para. 42 above.

⁷³ **R-24**, Email from David Rinnert to Grace Nyinawumuntu et al, “RE: For GoR comments following Ministerial call last night: Draft Finance NV” (16 October 2024).

⁷⁴ **R-25**, Attachment: “Draft NV ON MEDP October 2024 (Rwanda side) UK comments updated after instructions RW cleared” (16 October 2024).

⁷⁵ Given that Rwanda was permitted to expend funds towards performing their obligations under the Agreement towards the four individuals who had been voluntarily relocated to Rwanda (see para. 2.4.1(c) of the draft text), the United Kingdom also inserted a term that the revised agreement would terminate at the end of a five-year period from the date on which the last relocated individual had been relocated (see para. 5.1).

⁷⁶ **R-24**, Email from David Rinnert to Grace Nyinawumuntu et al, “RE: For GoR comments following Ministerial call last night: Draft Finance NV” (16 October 2024).

⁷⁷ **R-26**, Email from Alison Thorpe to Grace Nyinawumuntu et al, “annotated NV” (22 October 2024); and attachment to that email: **R-27**, Attachment: “Draft NV ON MEDP October 2024 (Rwanda side) UK comments updated after instructions v3” (22 October 2024).

2.3.⁷⁸ Ms Thorpe asked Ms Nyinawumuntu for an indication of “when we will be in a position to get this signed”.⁷⁹

70. On 30 October 2024, Kristian Armstrong (Director for Asylum Protection and Enforcement Directorate within the Home Office) sent to the Permanent Secretary of MINAFFET, Clementine Mukeka, an email with the subject line “Closing off the Note Verbale”.⁸⁰ Mr Armstrong indicated that the United Kingdom Home Secretary was “very keen to get this agreed as soon as possible due to legislative pressures here in the UK”. This was a reference to the fact, which British representatives had explained previously to Rwandan representatives,⁸¹ that, if the Parties did not agree on a termination of the ETIF payments, the United Kingdom would need to bring forward accelerated domestic legislation to repeal the SoRA, enabling it to terminate the Agreement in order to avoid needing to pay the “Year 2” or “Year 3” ETIF payments. Mr Armstrong asked Ms Mukeka if there was “anything we can do to get this over the line”.⁸²
71. On 6 November 2024, Ms Thorpe met Mr Nduhungirehe. As recalled in the High Commission’s internal note of that meeting, the United Kingdom’s “primary objective was to progress the Note Verbale ending payments under the Migration and Economic Development Partnership”.⁸³ On this topic, the note said:

“You [i.e. Ms Thorpe] shared the latest draft of a Note Verbale on the conclusion of the Migration Partnership, confirming that the UK would not be obliged to make any further payments. You emphasised the critical importance of this being signed for the UK legislative timetable, and FM [i.e. Foreign Minister] Nduhungirehe promised very quick feedback. He said there was complete clarity from the Rwanda side that the MEDP was over following the UK election, and it was just a question of getting the right language in the NV.”⁸⁴

⁷⁸ **R-27**, Attachment: “Draft NV ON MEDP October 2024 (Rwanda side) UK comments updated after instructions v3” (22 October 2024).

⁷⁹ **R-26**, Email from Alison Thorpe to Grace Nyinawumuntu et al, “annotated NV” (22 October 2024).

⁸⁰ **R-28**, Email from Kristian Armstrong to Clementine Mukeka, “Closing off the Note Verbale” (30 October 2024).

⁸¹ See **R-15**, Email from Richard Williams to John Brocklehurst et al, “READOUT: Negotiations with the Government of Rwanda” (3 October 2024), referred to at para. 59(c) above.

⁸² **R-28**, Email from Kristian Armstrong to Clementine Mukeka, “Closing off the Note Verbale” (30 October 2024).

⁸³ **R-34**, Email from Jennifer Stockill to Alison Thorpe et al, “Readout: meeting with Rwandan Foreign Minister” (7 November 2024).

⁸⁴ **R-34**, Email from Jennifer Stockill to Alison Thorpe et al, “Readout: meeting with Rwandan Foreign Minister” (7 November 2024), para. 1.

72. After the Foreign Minister’s indication that the Parties were yet to settle on “the right language” for their agreement, the Parties substantially revised the text of the agreement. Later on 6 November 2024, the British High Commission sent Rwandan officials a revised draft of the text of the agreement.⁸⁵ The cover email emphasised that “there is a lot of urgency to get this concluded due to the UK legislative timetable” and that the technical annex “covers the things we need covered for our legislative process”.⁸⁶ The new draft text consisted of two parts: a cover note verbale⁸⁷ and a technical annex.⁸⁸ The draft cover note verbale stated:

“[I]t is hereby agreed that no further payments will be made under the Economic Transformation and Development Partnership agreement. This diplomatic agreement is underpinned by the annexed technical Notes Verbale.”

73. The Technical Annex stated at para. 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”.

74. In an email of the same date, Rwanda indicated that it would “endeavour to conclude the matter at the earliest”.⁸⁹ On 7 November 2025, the United Kingdom sent a further email reiterating that “there is a lot of pressure on our side due to the UK legislative timetable”.⁹⁰
75. On 12 November 2024, Ms Nyinawumuntu sent on behalf of Rwanda a revised draft text of the cover note verbale to be sent by the UK, indicating in the cover email that Rwanda “look[ed] forward to finalizing this as soon as possible”.⁹¹ In subsequent

⁸⁵ **R-29**, Email from Jennifer Stockill to Grace Nyinawumuntu et al, “Draft NVs for UK” (6 November 2024); and attachments to that email: **R-30**, Attachment: “DRAFT Note Verbale” (6 October 2024); **R-31**, Attachment: “DRAFT technical annex NV” (6 November 2024).

⁸⁶ **R-29**, Email from Jennifer Stockill to Grace Nyinawumuntu et al, “Draft NVs for UK” (6 November 2024).

⁸⁷ **R-30**, Attachment: “DRAFT Note Verbale” (6 November 2024).

⁸⁸ **R-31**, Attachment: “DRAFT technical annex NV” (6 November 2024).

⁸⁹ **R-32**, Emails between Jennifer Stockill, Isabelle Umugwaneza et al, “RE: Draft NVs for UK” (6–7 November 2024).

⁹⁰ **R-32**, Emails between Jennifer Stockill, Isabelle Umugwaneza et al, “RE: Draft NVs for UK” (6–7 November 2024).

⁹¹ **R-35**, Email from Grace Nyinawumuntu to Jennifer Stockill, “Re: Draft NVs for UK” (12 November 2024); and attachment to that email: **R-36**, Attachment: “DRAFT Note Verbale (Rwanda inputs)” (12 November 2024).

emails, the United Kingdom confirmed that it was “happy with [Rwanda’s] revisions to the NV”, and Rwanda confirmed that it had “no further edits or comments” on the technical annex.⁹² Jennifer Stockill, the British Deputy High Commissioner in Kigali, indicated that the United Kingdom would have the note verbale and the technical annex “signed and issued asap”, and Ms Nyinawumuntu stated, “Please feel free to proceed with signing”.⁹³ Ms Stockill replied that Rwanda “should receive the final signed NV tomorrow” and asked “what might be a realistic timeline to get a formal reply to the NV” from Rwanda.⁹⁴

76. It was in the context of all of that background that the next day, 13 November 2024, the British High Commission sent Note Verbale 182/2024 to MINAFFET,⁹⁵ attached to a cover email with the subject line “NV 182/2024 Financial arrangements ahead of MEDP Treaty termination”.⁹⁶ In the cover note verbale, the United Kingdom confirmed both that no further individuals would be removed to Rwanda under the Agreement and its intention to terminate the Agreement. Reflecting the terminology proposed by Rwanda in its draft of the previous day, the note further stated:

“In this context, and in anticipation of the formal termination of the Agreement, the Government of the United Kingdom formally requests that the Government of Rwanda forgo any additional payments under the Economic Transformation and Integration Fund. This request is supported by the annexed technical Notes Verbale.”

77. The Technical Annex⁹⁷ stated as follows:

“Following acknowledgement by Rwanda of NV 111/2024 sent by the High Commission of the United Kingdom of Great Britain and Northern Ireland, dated 8 July 2024, which notified Rwanda that no future removals of individuals to Rwanda under the Migration and Economic Development Partnership are scheduled and in anticipation of formal termination of the Agreement, the High Commission proposes the following:

⁹² **R-33**, Emails between Jennifer Stockill, Grace Nyinawumuntu et al, “RE: Draft NVs for UK” (6–12 November 2024).

⁹³ **R-33**, Emails between Jennifer Stockill, Grace Nyinawumuntu et al, “RE: Draft NVs for UK” (6–12 November 2024).

⁹⁴ **R-33**, Emails between Jennifer Stockill, Grace Nyinawumuntu et al, “RE: Draft NVs for UK” (6–12 November 2024).

⁹⁵ **C-29**, United Kingdom’s Note Verbale 182/2024 (13 November 2024).

⁹⁶ **R-37**, Email from ██████████ to Benjamin Nzeyimana et al, “NV 182/2024 Financial arrangements ahead of MEDP Treaty termination” (13 November 2024).

⁹⁷ Despite the reference in Note Verbale 182/2024 to “the annexed technical Notes Verbale”, there was only one Technical Annex.

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^[98] will not be paid and that the Finance Note is accordingly amended.
2. That Rwanda and the United Kingdom continue to discuss arrangements for formal termination of the Agreement including financial arrangements related to termination and the on-going treatment and financial arrangements for those individuals relocated to Rwanda under the Memorandum of Understanding between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Rwanda for an arrangement facilitating Voluntary departures of Illegal Migrants to the Republic of Rwanda signed in Kigali on 11 March 2024, so as to reach an agreement on these issues as soon as possible;
3. That this Note does not constitute a termination of the Agreement, nor should it be construed as a notification of termination.”

78. The United Kingdom’s Note Verbale 182/2024 concluded by stating the following:

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

79. MINAFFET replied by email dated 14 November 2024.⁹⁹ The email had the subject line “Confirmation of the Government of Rwanda to the Proposed arrangements”. The email attached Note Verbale 8520/09.16/North. E/24 dated 14 November 2024.¹⁰⁰ Rwanda referred to the United Kingdom’s Note Verbale 182/2024 of the previous day,¹⁰¹ which Rwanda described as having informed it of “the intention of the Government of the United Kingdom to formally terminate the Migration and Economic Development Partnership, and requesting the Government of Rwanda to forgo any

⁹⁸ Note Verbale 182/2024 defines the “Finance Note” as comprising both **C-22**, United Kingdom’s Note Verbale 101/2024 (20 June 2024) (which on its own is referred to in this Statement of Defence as the “2024 Finance Note”) and **C-23**, Rwanda’s Note Verbale 051/09.16/North. E/24 (21 June 2024). In this Statement of Defence, those two notes verbales taken together are referred to as the “2024 Finance Agreement”.

⁹⁹ **R-38**, Email from MINAFFET Records Management Unit to [REDACTED] et al, “Confirmation of the Government of Rwanda to the Proposed arrangements” (14 November 2024).

¹⁰⁰ **C-30**, Rwanda’s Note Verbale 8520/09.16/North. E/24 (14 November 2024).

¹⁰¹ In its own Note Verbale, Rwanda erroneously referred to Note Verbale 182/2024 as having been dated 8 July 2024. However, it is clear that it was referring to the United Kingdom’s Note Verbale dated 13 November 2024, given the reference to the number of the Note Verbale and the description of its content.

additional payments under the Economic Transformation and Integration Fund”. Rwanda’s note proceeded to state that:

“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.”

80. By these notes verbales dated 13 and 14 November 2024 the United Kingdom and Rwanda thus entered into a written agreement to amend the terms of the 2024 Finance Agreement (“**the Amendment Agreement**”), in accordance with para. 3.1 of the 2024 Finance Note. Specifically, they amended paras. 2.3.1 and 2.3.2 of the 2024 Finance Note such that the United Kingdom was no longer obliged to pay any further instalments of the ETIF. As addressed further in section III(B)(i) below, the Amendment Agreement was binding under international law.

81. On 15 November 2024, Mr Armstrong sent an email to Ms Mukeka stating:

“I just wanted to say thank you for your support as we now have the Note Verbale agreed and signed.”¹⁰²

Rwanda did not reply to this email.

82. Shortly afterwards, the Parties were in communication regarding other matters arising under the Asylum Partnership Agreement. On 16 January 2025, Ms Stockill sent a series of text messages to Ms Nyinawumuntu (“DG Grace”) indicating that there were two topics which the United Kingdom wished to discuss with Rwanda.¹⁰³ The thread stated:

“1) we had understood the report on the use of the £20 million for implementing the migration partnership was going to be ready in December. Do you know if that is out yet?

2) my Home Office colleagues are looking at doing a visit to Rwanda in February to talk through the final details of closing the migration partnership (including the legislative processes in the UK, arrangements for the 4 volunteers etc). Who would be the right people to participate from the Government of Rwanda side so we can find a date?”

¹⁰² **R-39**, Email from Kristian Armstrong to Clementine Mukeka et al, “RE: Closing off the Note Verbale” (15 November 2024).

¹⁰³ **R-40**, Communication via WhatsApp from Jennifer Stockill to Grace Nyinawumuntu (16 January 2025).

83. On 20 January 2025, Ms Stockill sent a further text message requesting a response from Ms Nyinawumuntu ahead of a meeting later that day with Ms Mukeka (described in the message as “the PS”, referring to her role as Permanent Secretary of MINAFFET).¹⁰⁴ Ms Nyinawumuntu responded in relation to the first query (concerning the expenditure report) that she needed to confirm details with her colleagues at “Minema”, which was a reference to the Ministry in Charge of Emergency Management. As to the second query (concerning who could discuss closure of the MEDP), she referred to Minema, “MoFa” (more commonly referred to as MINAFFET) and the “DGIE” (the Directorate General of Immigration and Emigration).¹⁰⁵ Neither Party made any reference to ETIF payment obligations.
84. Following the meeting on 20 January 2025 referred to in those messages, Ms Stockill sent an email to a MINAFFET representative on 11 February 2025.¹⁰⁶ Ms Stockill again sought confirmation of whether the “report on spending against the £20 million for migration partnership implementation” was available. She stated: “As we are nearing the end of the UK financial year (end March), our Home Office colleagues need to have financial reporting for their final accounts.” Again, no reference was made to ETIF payment obligations.
85. Consistently with the Amendment Agreement, the United Kingdom did not make the “Year 2” payment referred to in para. 2.3.1 of the Finance Note. Its former obligation to make that payment had been terminated by the Amendment Agreement. The former obligation to make the “Year 3” payment had been similarly terminated.

F. Rwanda’s purported unilateral rescission of the Amendment Agreement

86. On 22 February 2025, the United Kingdom’s Secretary of State for Foreign, Commonwealth and Development Affairs met with the President of Rwanda to discuss the escalating conflict in the DRC.

¹⁰⁴ R-41, Communications via WhatsApp between Jennifer Stockill and Grace Nyinawumuntu (20 January 2025).

¹⁰⁵ R-41, Communications via WhatsApp between Jennifer Stockill and Grace Nyinawumuntu (20 January 2025).

¹⁰⁶ R-42, Email from Jennifer Stockill to Christella Akoguteta, “Reporting on migration partnership spending” (11 February 2025).

87. On 25 February 2025, the United Kingdom’s Foreign, Commonwealth and Development Office published a statement outlining a series of measures which the United Kingdom would impose on Rwanda in response to Rwanda’s role in the conflict in the DRC.¹⁰⁷ These measures included ceasing high-level attendance at events hosted by the Government of Rwanda; limiting trade promotion activity with Rwanda; pausing direct bilateral financial aid to the Government of Rwanda, other than support to the poorest and most vulnerable; coordinating with partners on potential new sanctions designations; suspending future defence training assistance to Rwanda; and reviewing export licences for the Rwanda Defence Force.
88. On the same day, Rwanda published a statement describing the United Kingdom’s measures as “regrettable” and “unreasonable”.¹⁰⁸ Also on the same day, it sent Note Verbale 1499/09.16/North. E/25 to the United Kingdom.¹⁰⁹ In this note, Rwanda acknowledged that it had (on 14 November 2024) conveyed to the United Kingdom that the arrangements proposed in the United Kingdom’s Note Verbale 182/2024 dated 13 November 2024 for Rwanda to forgo future payments under the ETIF “were acceptable to the Government of the Republic of Rwanda”. However, it proceeded to state that:
- “The Ministry of Foreign Affairs and International Cooperation now has the honour to inform the High Commission that the proposed arrangements, as outlined in the Technical Annex to Note Verbale 182/2024, are not acceptable to the Government of the Republic of Rwanda. As a result, the previous arrangements outlined in the aforementioned Note Verbale, dated 14 November 2024, are hereby rescinded. Rwanda and the United Kingdom remain bound by the arrangements as contained in the bilateral agreement for the Provision of an Asylum Partnership Agreement to strengthen shared international commitments on the protection of refugees and migrants, along with its associated annexes and notes verbales”.
89. By this note, Rwanda purported unilaterally to rescind the Amendment Agreement. Naturally, and as explained further in section III(B)(i)(c) below, this purported unilateral rescission of a binding international agreement was of no legal effect.

¹⁰⁷ R-43, United Kingdom Press Release on Eastern DRC.

¹⁰⁸ R-44, Rwanda’s Ministry of Foreign Affairs and International Cooperation of Rwanda, Press Release, “Rwanda regrets measures by the UK” (25 February 2024), available at <https://www.minaffet.gov.rw/updates/news-details/rwanda-regrets-measures-by-the-uk>.

¹⁰⁹ C-31, Rwanda’s Note Verbale 1499/09.16/North. E/25 (25 February 2025).

90. By this note, Rwanda also claimed that the Parties remained bound by the Asylum Partnership Agreement, “along with its associated annexes and notes verbales”. The United Kingdom has never disputed that, at that time, the Parties remained bound by the Agreement, including the Annexes that formed part of the Agreement.¹¹⁰ However, neither the 2024 Finance Agreement nor the Amendment Agreement had amended, or had been incorporated into, the Agreement (including its Annexes), and Rwanda does not suggest otherwise in this arbitration. To the extent that Rwanda was by its note of 25 February 2025 suggesting that the 2024 Finance Agreement in its original form remained binding on the Parties on the basis that it was a note verbale “associated” with the Agreement, this was incorrect. The 2024 Finance Agreement was a binding international agreement in its own right. It had been validly amended by the Amendment Agreement, with binding effect. Neither Party was entitled to rescind the Amendment Agreement unilaterally.
91. By Note Verbale 032/2025 dated 6 March 2025,¹¹¹ the United Kingdom recalled that:
- (a) The two notes verbales constituting the Amendment Agreement had “amended the Finance Note^[112] to remove payment of the Economic Transformation and Integration Funds of £50 million due in April 2025 and April 2026”;
 - (b) The United Kingdom still had no intention to remove individuals to Rwanda and was taking “steps ... to terminate the Agreement”; and
 - (c) No further payments of the “Economic Development Partnership funds”¹¹³ would be paid under the 2024 Finance Agreement — which reflected the consequences of the Amendment Agreement.

G. *Dispute settlement procedures*

92. On 24 March 2025, Rwanda commenced the dispute settlement procedures under Article 22 of the Agreement by sending a letter to the United Kingdom’s Co-Chair of

¹¹⁰ C-19, Asylum Partnership Agreement, Article 1(1)(a) (“**Agreement**” means this Agreement and the Annexes”).

¹¹¹ C-32, United Kingdom’s Note Verbale 032/2025 (6 March 2025).

¹¹² See footnote 98 above. The same explanation regarding the term “Finance Note” applies to this Note Verbale.

¹¹³ The term “Economic Development Partnership funds” was not defined either in this note or in the 2024 Finance Note, but evidently included funds under the ETIF.

the Joint Committee referred to in Article 16 of the Agreement, Daniel Hobbs.¹¹⁴ In its letter, Rwanda requested a meeting of the Joint Committee (in accordance with Article 22(1) of the Agreement) in order to “discuss and find resolution to the dispute between the parties regarding the validity, interpretation and implementation of the Agreement and address the implementation of some of the obligations contained in the Agreement that remain unfulfilled”. Rwanda alleged that the United Kingdom had breached its international obligations in respect of: (i) payments under the ETIF; and (ii) resettlement in the United Kingdom of a portion of Rwanda’s most vulnerable refugees. In this letter Rwanda also accused the United Kingdom of having imposed “punitive sanctions” in relation to the conflict in the DRC and thereby having placed “an immense and unjust burden on Rwanda”. It further asserted that the United Kingdom, by announcing diplomatic measures against Rwanda, had “failed to hold the DRC government accountable” for the conflict in the DRC.

93. Mr Hobbs replied on 1 April 2025.¹¹⁵ In this letter, he expressed the United Kingdom’s position that it had not breached any of its obligations, and offered a date for the meeting of the Joint Committee.
94. This exchange is addressed further in section IV below, in relation to Rwanda’s claim that the United Kingdom breached Article 19 of the Agreement.
95. The Joint Committee met on 16 April 2025. On 30 April 2025, Ms Mukeka wrote a further letter to Mr Hobbs indicating that the dispute between the Parties had not been resolved and requesting consultations at the political level in accordance with Article 22(2) of the Agreement.¹¹⁶ Such political consultations occurred on 4 June 2025.¹¹⁷
96. The dispute was not resolved, and Rwanda filed its Notice of Arbitration on 24 November 2025.

¹¹⁴ **C-33**, Letter from Ms Clementine Mukeka to Mr Daniel Hobbs (24 March 2025).

¹¹⁵ **C-34**, Letter from Mr Daniel Hobbs to Ms Clementine Mukeka (1 April 2025).

¹¹⁶ **R-45**, Letter from Clementine Mukeka to Daniel Hobbs (30 April 2025).

¹¹⁷ See Notice of Arbitration, para. 32.

H. Termination of the Asylum Partnership Agreement

97. In parallel to the dispute settlement procedures referred to above, the Parties progressed towards terminating the Agreement.
98. In particular, the Parties held negotiations on financial arrangements relating to termination, consistent with para. 2 of the Technical Annex to the United Kingdom's note verbale of 13 November 2024.¹¹⁸ On 31 July 2025, the British High Commission conveyed to MINAFFET a letter from Mr Armstrong to Ms Mukeka.¹¹⁹ The cover email indicated that the United Kingdom "wanted to clarify a few things as a matter of good housekeeping before we can issue the formal notification of our intention to exit".¹²⁰ Mr Armstrong's letter addressed: (i) the Parties' ongoing obligations towards the individuals already relocated to Rwanda; and (ii) financial arrangements related to the £20 million advance for operational costs which the United Kingdom had provided.¹²¹ On 12 August 2025, Rwanda provided a "summary report on the use of the £20 million advance".¹²² Neither Party made any reference to ETIF payments.
99. On 2 December 2025, the Border Security, Asylum and Immigration Act 2025 passed by the Parliament of the United Kingdom received Royal Assent and came into effect. Section 40 of this Act repealed the SoRA.¹²³ With that domestic statutory process concluded,¹²⁴ as noted above, and consistently with the position that the United Kingdom had communicated to Rwanda since the election in July 2024, on 16 December 2025 the United Kingdom notified Rwanda of the termination of the Agreement.¹²⁵ In accordance with Article 23(5) of the Agreement, the termination shall

¹¹⁸ **C-29**, United Kingdom's Note Verbale 182/2024 (13 November 2024), Technical Annex, para. 2.

¹¹⁹ **R-46**, Email from David Rinnert to Nathalie Helene Gasaro, "Follow up - letter from Home Office Director Kristian for PS Clementine" (31 July 2025); and attachment to that email: **R-47**, Attachment: "KA letter to PS Clementine 29072025 (007)" (29 July 2025, transmitted on 31 July 2025).

¹²⁰ **R-46**, Email from David Rinnert to Nathalie Helene Gasaro, "Follow up - letter from Home Office Director Kristian for PS Clementine" (31 July 2025).

¹²¹ **R-47**, Attachment: "KA letter to PS Clementine 29072025 (007)" (29 July 2025, transmitted on 31 July 2025).

¹²² **R-48**, Email from Nathalie Helene Gasaro to David Rinnert, "Re: Follow up - letter from Home Office Director Kristian for PS Clementine" (12 August 2025); and attachment to that email: **R-49**, Attachment: "Summary Report_MEDP Funds utilization (2)" (12 August 2025).

¹²³ **R-50**, Border Security, Asylum and Immigration Act 2025 (2 December 2025).

¹²⁴ Contrary to the suggestion at Statement of Claim, para. 93, the timing of notification of termination was not linked to the United Kingdom filing its Response to the Notice of Arbitration in this claim. It was instead linked with its domestic legislative procedures.

¹²⁵ **C-35**, United Kingdom's Note Verbale 159/2025 (16 December 2025).

take effect on 16 March 2025.¹²⁶ In accordance with para. 5.1 of the 2024 Finance Note, the 2024 Finance Agreement (as amended by the Amendment Agreement) shall terminate on the same day as the Asylum Partnership Agreement.

III. RWANDA’S CLAIM CONCERNING FINANCIAL ARRANGEMENTS

100. Rwanda claims that the United Kingdom has breached its obligations in relation to financial arrangements.¹²⁷ Rwanda’s claim concerns the fact that the United Kingdom did not make a payment under the ETIF in respect of “Year 2” of the 2024 Finance Agreement and has indicated that it will not make a payment under the ETIF in respect of “Year 3”.¹²⁸ Below, the United Kingdom addresses Rwanda’s assertions that the United Kingdom has thereby breached: (i) Article 18 of the Agreement (sub-section A); and (ii) paragraph 2.3.2 of the 2024 Finance Note (sub-section (B)).

A. *Alleged breach of Article 18 of the Asylum Partnership Agreement*

101. As stated above, Article 18 of the Agreement provides as follows:

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

102. Rwanda contends that there were three obligations created by this provision — namely: (i) an obligation to make financial arrangements;¹²⁹ (ii) an obligation to “implement the financial arrangements, once made”;¹³⁰ and (iii) an obligation to “maintain” any financial arrangements.¹³¹ The United Kingdom responds to each contention in turn.
103. **First**, Rwanda alleges that Article 18 conferred on the Parties an obligation to “make” financial arrangements.¹³² As to the content of the obligation to “make” such arrangements, there is no material disagreement between the Parties:

¹²⁶ See C-19, Asylum Partnership Agreement. Under Article 23(5), termination “shall take effect 3 (three) months from the date of notification” of termination by one Party to the other. The term “Month” is defined in Article 1(1)(i) of the Agreement as “a calendar month”.

¹²⁷ Notice of Arbitration, paras. 33–34; Statement of Claim, paras. 100–104.

¹²⁸ Notice of Arbitration, para. 33.

¹²⁹ Statement of Claim, para. 97(a).

¹³⁰ Statement of Claim, paras. 97(b), 104(a).

¹³¹ Statement of Claim, para. 104(b).

¹³² Statement of Claim, para. 97(a).

- (a) Rwanda alleges that this provision required the Parties “to enter into negotiations and to pursue them in good faith”.¹³³ The United Kingdom agrees.
 - (b) The United Kingdom further agrees with Rwanda that Article 18 required the Parties to negotiate specifically with a view to achieving the stated objective — namely, to make financial arrangements in support of the relocation of individuals under the Agreement.¹³⁴
 - (c) Rwanda further contends that Article 18 created “an ‘obligation of result’: the Parties must achieve a specific outcome in their negotiations, i.e. the making of financial arrangements”.¹³⁵ The United Kingdom does not accept that the Parties were, or could be, obliged to make arrangements where the terms of any arrangements had not been prescribed and therefore it is possible that they would not agree. This is a matter addressed more fully in section IV below. In any event, the question is immaterial in relation to Article 18, because the Parties did in fact reach the “result” to which Rwanda refers.
104. As to compliance with the obligation to “make” arrangements, the Parties plainly discharged this obligation. They made relevant financial arrangements by concluding the 2024 Finance Agreement. Both the United Kingdom’s 2024 Finance Note¹³⁶ and Rwanda’s response to it¹³⁷ expressly referred to Article 18 of the Agreement, putting beyond doubt that by reaching the 2024 Finance Agreement the Parties were fulfilling their obligations under that provision. Accordingly, Rwanda does not allege that the United Kingdom breached Article 18 by failing to “make” arrangements.¹³⁸
105. **Second**, Rwanda alleges that the United Kingdom breached an asserted obligation under Article 18 to “implement” the financial arrangements which the Parties had made in the 2024 Finance Agreement.¹³⁹

¹³³ Statement of Claim, para. 95(a), citing **CLA-4**, *Obligation to Negotiate Access to the Pacific Ocean (Bolivia v. Chile)*, Merits, Judgment, ICJ Reports 2018, p. 507 at p. 538, para. 86.

¹³⁴ Statement of Claim, paras. 95(c), 97(a).

¹³⁵ Statement of Claim, para. 97(a).

¹³⁶ **C-22**, 2024 Finance Note.

¹³⁷ **C-23**, Rwanda’s Note Verbale 051/9.16/North. E/24 (21 June 2024).

¹³⁸ No such argument is put forward in Statement of Claim, para. 104, in which Rwanda alleges that “[t]he UK’s conduct gives rise to two breaches of Article 18”.

¹³⁹ Statement of Claim, para. 104(a).

106. However, Article 18 concerns only the *making* of financial arrangements, which the Parties did by concluding the 2024 Finance Agreement. Article 18 does not concern the *performance* of any arrangements once made, which would instead be a matter arising under any agreement making such arrangements.
107. Rwanda has put forward three grounds on which it says that Article 18 imposed a duty to implement the 2024 Finance Agreement. None of them is correct.
- (a) Rwanda asserts that “[t]he good faith interpretation of Article 18, and good faith performance thereof, requires that the Parties implement the financial arrangements, once made, in good faith”.¹⁴⁰ It cites no authority for this proposition and does not explain why “good faith” would require the words “make arrangements” to be given any meaning other than their natural one. There is an element of good faith in Article 18 (a duty to negotiate in good faith with a view to making arrangements), but that does not mean that the provision extended to cover implementation of any arrangements once made.
- (b) Rwanda asserts that the Parties’ use of the language “joint understanding of Article 18 of the Agreement” shows that they “committed to an interpretation of Article 18 whereby the financial arrangements were an integral part of the obligation”.¹⁴¹ Rwanda does not appear to be arguing that the 2024 Finance Agreement was incorporated into the Asylum Partnership Agreement.¹⁴² It is therefore not clear what Rwanda intends by the words “an integral part of the obligation”. The correct position is that the Parties’ references to Article 18 in their notes verbales of 20 and 21 June 2024 indicated that the 2024 Finance Agreement contained “financial arrangements” that the Parties had made

¹⁴⁰ Statement of Claim, para. 97(b).

¹⁴¹ Statement of Claim, para. 97(b)(i).

¹⁴² Of course, it could not credibly advance any such argument, including because: (i) there is no reference in either the 2024 Finance Note, or Rwanda’s response, to the 2024 Finance Agreement forming part of the Asylum Partnership Agreement; (ii) nor is there any suggestion in Article 18 that any financial arrangements which were made would be incorporated into the Agreement; (iii) the Agreement is defined in Article 1(1)(a) to comprise “this Agreement and its Annexes”, and there is no suggestion that any subsequent agreements, such as those set out in notes verbales exchanged between the Parties, would form part of the Asylum Partnership Agreement; and (iv) under Article 20(1) of the Agreement, any amendment to the Agreement would take effect only “on the date of receipt of the last notification by the Parties that their internal procedures for entry into force have been completed”, and neither Party has ever given the other Party notification that any such procedures were engaged in connection with the 2024 Finance Agreement or otherwise.

pursuant to that provision. It did not mean that those arrangements became “part” of the obligation to make arrangements.

- (c) Rwanda refers to the fact that “[t]he Parties agreed that the binding financial arrangements made pursuant to Article 18 could not be amended without the subsequent written agreement of the Parties”.¹⁴³ Whilst this statement is correct, it does not support Rwanda’s position that Article 18 included an obligation to implement financial arrangements once made. To the contrary, the inclusion of a separate procedure for amendments to the 2024 Finance Agreement,¹⁴⁴ which was not only separate from but different to the procedure for amendments to the Asylum Partnership Agreement,¹⁴⁵ suggests that the 2024 Finance Agreement was intended to give rise to a distinct set of obligations which were enforceable under the terms of the 2024 Financial Agreement itself, rather than as “part of the obligation” in Article 18.

108. Article 18 thus did not create an obligation to “implement” the 2024 Finance Agreement. It follows that the United Kingdom could not be in breach of Article 18 on the basis of an alleged breach of the 2024 Finance Agreement.
109. However, if, contrary to the above, the Tribunal were to consider that Article 18 did include an obligation of “implementation”, that would not assist Rwanda because the United Kingdom did not fail to implement its obligations under the 2024 Finance Agreement, including as those obligations were amended in accordance with the amendment procedure expressly set out in the 2024 Finance Note.¹⁴⁶ This is addressed in section III(B) below.
110. **Third**, despite Rwanda having alleged that Article 18 contains just “two ... obligations” (the two addressed above),¹⁴⁷ it proceeds to allege that the United Kingdom breached an additional obligation — namely, an allegation to “maintain” financial arrangements

¹⁴³ Statement of Claim, para. 97(b)(ii).

¹⁴⁴ See C-22, 2024 Finance Note, para. 3.1.

¹⁴⁵ See C-19, Asylum Partnership Agreement, Article 20(1).

¹⁴⁶ See C-22, 2024 Finance Note, para. 3.1.

¹⁴⁷ Statement of Claim, para. 97.

under Article 18.¹⁴⁸ Rwanda does not even purport to put forward a basis on which such an obligation could be implied.

111. In any event, it is not clear what Rwanda means by an obligation to “maintain”. Rwanda cannot sensibly be suggesting that the Parties were not free to agree to amend the financial arrangements they had made; indeed, their arrangements included an express provision on amendment.¹⁴⁹ Rwanda asserts that the United Kingdom “decided unilaterally to ‘un-make’ the arrangements it had made”.¹⁵⁰ This is incorrect, as the Parties entered into an agreement to terminate certain of the United Kingdom’s future payment obligations, after the United Kingdom had already performed many of its payment obligations under the 2024 Finance Agreement. This was not unilateral, and nor was it an “un-making” of arrangements. Some of the arrangements were amended, but others remained in place. These included Rwanda’s obligation under para. 2.4.6 of the 2024 Finance Agreement to return overpayments, and its obligation under para. 4.1 to “provide a detail report of [its] spend” of the £20 million the United Kingdom had paid by way of an advance for operational costs. Accordingly, on the facts, there would be no basis for saying that the United Kingdom had failed to “maintain” financial arrangements, even if that were an obligation imposed by Article 18.

112. Accordingly, the United Kingdom has not breached Article 18 of the Agreement.

B. Alleged breach of the 2024 Finance Agreement

113. Rwanda further claims that the United Kingdom: (i) has breached para. 2.3.2 of the 2024 Finance Note because it failed to pay Rwanda £50 million within 10 days of 13 April 2025; and (ii) is under an obligation to pay Rwanda a further £50 million within 10 days of 13 April 2026.¹⁵¹ Each of those allegations turns primarily on whether the Amendment Agreement was an agreement with binding effect under international law, such that it amended the 2024 Finance Agreement by terminating the United Kingdom’s obligation to make future ETIF payments. The binding effect of the Amendment Agreement is addressed in sub-section (i) below. In sub-section (ii), the United Kingdom explains that, if the Tribunal were to determine that the 2024 Finance

¹⁴⁸ Statement of Claim, para. 104(b).

¹⁴⁹ See **C-22**, 2024 Finance Note, para. 3.1.

¹⁵⁰ Statement of Claim, para. 104(b).

¹⁵¹ Notice of Arbitration, paras. 33, 47(b)–(c); Statement of Claim, paras. 100–101, 111(a)–(c).

Agreement was not amended, in the alternative, Rwanda would be precluded from enforcing the United Kingdom's further payment obligations. The consequences of those matters for the payment which had been due in each of "Year 2" and "Year 3" are then addressed in sub-sections (iii) and (iv), respectively.

(i) *The binding legal effect of the Amendment Agreement*

a. *The requirements for an agreement to amend the 2024 Finance Agreement*

114. It is not clear from Rwanda's pleadings to date what it contends was necessary in order to effect an amendment to the 2024 Finance Agreement.

(a) In its Notice of Arbitration, Rwanda contended that the United Kingdom's note verbale of 13 November 2024 and Rwanda's reply to it "failed to satisfy the conditions for a valid exchange of notes set down in Article 13 of the Vienna Convention on the Law of Treaties [("**the VCLT**")]" and on that basis did not qualify as a binding treaty.¹⁵²

(b) In its Statement of Claim, Rwanda acknowledges that the 2024 Finance Agreement provided that it could be amended "upon written agreement".¹⁵³ However, Rwanda continues to rely on Article 13 of the VCLT as its basis for arguing that the Amendment Agreement was not binding, although Rwanda explicitly denies only that the Amendment Agreement satisfies Article 13(a) of the VCLT, without addressing Article 13(b).¹⁵⁴

115. The correct position is as follows:

(a) Article 39 of the VCLT¹⁵⁵ provides that "[a] treaty may be amended by agreement between the parties", and further that "[t]he rules laid down in Part II apply to such an agreement except insofar as the treaty may provide otherwise".

¹⁵² Notice of Arbitration, para. 23.

¹⁵³ Statement of Claim, para. 87.

¹⁵⁴ Statement of Claim, para. 88(e).

¹⁵⁵ Both Parties are parties to the Vienna Convention on the Law of Treaties: see https://treaties.un.org/pages/ViewDetailsIII.aspx?src=treaty&mtdsg_no=xxiii-1&chapter=23&Temp=mtdsg3&clang=en.

- (b) Article 13 of the VCLT is in Part II. It therefore applies “except insofar as the treaty may provide otherwise”.
- (c) In this case, the Parties expressly agreed in the 2024 Finance Agreement that it could be amended by the Parties’ “written agreement”.¹⁵⁶ There is no further requirement as to the form of any such written agreement, or any formalities with which the Parties would need to comply for such a written agreement to be effective. It is thus clear that a requisite “written agreement” could consist of notes verbales exchanged between the Parties constituting their agreement on an amendment. Since the 2024 Finance Agreement was legally binding, it follows that, to qualify as an amendment to it by way of written agreement, the agreement to amend would also need to be legally binding.
- (d) On the basis that the 2024 Finance Agreement expressly stipulated the means by which the Parties could amend it, the rules laid down in Part II of the VCLT concerning conclusion and entry into force of treaties do not apply to any agreement to amend the 2024 Finance Agreement, as stated in Article 39 of the VCLT. All that matters is whether the Parties entered into a binding “written agreement”.

116. In practice, the question of whether the Amendment Agreement qualified as a “written agreement” within the meaning of para. 3.1 of the 2024 Finance Note is likely to turn on essentially the same factors as are identified in Article 13 of the VCLT. That provision states:

“The consent of States to be bound by a treaty constituted by instruments exchanged between them is expressed by that exchange when:

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

117. Thus, irrespective of whether Article 13 applies, the United Kingdom understands it to be agreed between the Parties that their consent to amend the 2024 Finance Agreement will be established if their notes verbales of November 2024 provide that their exchange

¹⁵⁶ C-22, 2024 Finance Note, para. 3.1.

shall have that effect, or their agreement to that effect is otherwise established. The United Kingdom contends that the Amendment Agreement fulfills both criteria, although it is sufficient to show that it fulfills either of them.

118. International courts and tribunals have in many cases addressed the question of whether an agreement (including, in some cases, an exchange of notes) between States was intended to give rise to legally binding obligations. The relevant factors are “the terms of the instrument and the particular circumstances in which it was drawn up, as well as the subsequent conduct of the parties”.¹⁵⁷
119. Each of these factors is addressed in turn below. The ICJ has emphasised that “the weight to be accorded to any particular indication will turn on the circumstances of each case” and further that “[t]he presence of concordant indications can be more decisive than any indication taken individually”.¹⁵⁸ Notably, the subjective intention of a party’s representative at the time of the agreement is not relevant.¹⁵⁹
120. **First**, the starting point is the terms of the relevant instrument or instruments.¹⁶⁰ This includes whether the instruments “enumerate ... commitments” as opposed to merely recording points of discussion.¹⁶¹ A document may not qualify as a treaty if its “overall language ... rather indicates that it has the nature of political document”.¹⁶² For example:

¹⁵⁷ **RLA-34**, *Land and Maritime Delimitation and Sovereignty over Islands (Gabon/Equatorial Guinea)*, Judgment, ICJ, General List No. 179, 19 May 2025, para. 74. See also **CLA-5**, *Maritime Delimitation and Territorial Questions between Qatar and Bahrain (Qatar v. Bahrain)*, Jurisdiction and Admissibility, Judgment, ICJ Reports 1994, p. 112 at p. 121, para. 23; **RLA-6**, *Aegean Sea Continental Shelf (Greece v. Turkey)*, Judgment, ICJ Reports 1978, p. 3 at p. 39, para. 96; **RLA-12**, *Kasikili/Sedudu Island (Botswana/Namibia)*, Judgment, ICJ Reports 1999, p. 1045 at pp. 1090–1091, paras. 67–68; **RLA-23**, *South China Sea Arbitration (Philippines v. China)*, Award on Jurisdiction and Admissibility, 29 October 2015, XXXIII RIAA, p. 1 at p. 86, para. 213.

¹⁵⁸ **RLA-34**, *Land and Maritime Delimitation and Sovereignty over Islands (Gabon/Equatorial Guinea)*, Judgment, ICJ, General List No. 179, 19 May 2025, para. 74.

¹⁵⁹ **CLA-5**, *Maritime Delimitation and Territorial Questions between Qatar and Bahrain (Qatar v. Bahrain)*, Jurisdiction and Admissibility, Judgment, ICJ Reports 1994, p. 112 at pp. 121–122, paras. 26–27.

¹⁶⁰ **CLA-5**, *Maritime Delimitation and Territorial Questions between Qatar and Bahrain (Qatar v. Bahrain)*, Jurisdiction and Admissibility, Judgment, ICJ Reports 1994, p. 112 at p. 121, para. 23; **RLA-6**, *Aegean Sea Continental Shelf (Greece v. Turkey)*, Judgment, ICJ Reports 1978, p. 3 at p. 39, para. 96.

¹⁶¹ **CLA-5**, *Maritime Delimitation and Territorial Questions between Qatar and Bahrain (Qatar v. Bahrain)*, Jurisdiction and Admissibility, Judgment, ICJ Reports 1994, p. 112 at p. 121, para. 25.

¹⁶² **CLA-4**, *Obligation to Negotiate Access to the Pacific Ocean (Bolivia v. Chile)*, Judgment, ICJ Reports 2018, p. 507 at p. 548, para. 126.

- (a) Use of specific words that connote a legal commitment can be indicators of a binding agreement. Such words include “recognize”,¹⁶³ “cede”,¹⁶⁴ and “agree”¹⁶⁵ because of their legal connotations. In the Court’s jurisprudence, to “accept” a frontier is “to draw legal consequences from its existence, to respect it and to renounce the right to contest it in future”; the word “accept” is treated as synonymous with the word “recognize” and is taken to “indicate[] that a legal obligation is undertaken”.¹⁶⁶
- (b) If the undertakings in an agreement are expressly conditional on future agreements, this may be an indicator that the agreement was not intended to be binding, although the ICJ has recently reached this conclusion only where the terms of the instrument made it “quite clear that it was intended to be only part of a broader settlement of the Parties’ dispute and would have needed to be supplemented through subsequent additional steps and agreements”.¹⁶⁷
- (c) A reference in an instrument to the agreement’s entry into force may be an indicator that it was intended to have legal effect.¹⁶⁸
- (d) In order for a binding agreement to arise from an exchange of notes, it is common that the second note “reproduces an identical text” to the originating note, but this is by no means required.¹⁶⁹ More important is that in the second note the responding State “indicates its acceptance” of the text in the initiating note, such that it is clear that agreement has been reached.¹⁷⁰

¹⁶³ **RLA-34**, *Land and Maritime Delimitation and Sovereignty over Islands (Gabon/Equatorial Guinea)*, Judgment, ICJ, General List No. 179, 19 May 2025, para. 77.

¹⁶⁴ **RLA-34**, *Land and Maritime Delimitation and Sovereignty over Islands (Gabon/Equatorial Guinea)*, Judgment, ICJ, General List No. 179, 19 May 2025, para. 77.

¹⁶⁵ **CLA-5**, *Maritime Delimitation and Territorial Questions between Qatar and Bahrain (Qatar v. Bahrain)*, Jurisdiction and Admissibility, Judgment, ICJ Reports 1994, p. 112 at p. 121, paras. 24–25.

¹⁶⁶ **RLA-9**, *Territorial Dispute (Libyan Arab Jamahiriya/Chad)*, Judgment, ICJ Reports 1994, p. 6 at p. 22, paras. 42–43.

¹⁶⁷ **RLA-34**, *Land and Maritime Delimitation and Sovereignty over Islands (Gabon/Equatorial Guinea)*, Judgment, ICJ, General List No. 179, 19 May 2025, paras. 78, 85.

¹⁶⁸ **RLA-34**, *Land and Maritime Delimitation and Sovereignty over Islands (Gabon/Equatorial Guinea)*, Judgment, ICJ, General List No. 179, 19 May 2025, para. 77; **CLA-6**, *Maritime Delimitation in the Indian Ocean (Somalia v. Kenya)*, Preliminary Objections, Judgment, ICJ Reports 2017, p. 3 at p. 21, para. 42.

¹⁶⁹ **CLA-4**, *Obligation to Negotiate Access to the Pacific Ocean (Bolivia v. Chile)*, Judgment, ICJ Reports 2018, p. 507 at p. 546, para. 117.

¹⁷⁰ **CLA-4**, *Obligation to Negotiate Access to the Pacific Ocean (Bolivia v. Chile)*, Judgment, ICJ Reports 2018, p. 507 at p. 546, para. 117.

121. **Second**, it is necessary to consider the circumstances in which an instrument was drawn up.¹⁷¹ This typically involves examining “contemporaneous documents leading up to and surrounding the adoption of” an instrument to ascertain whether the parties intended to create a legally binding agreement.¹⁷² In its recent judgment in *Gabon/Equatorial Guinea*, the ICJ indicated that regard may be had to meeting records, preparatory materials, formal statements at the time of signing, and evidence arising from the parties’ negotiations.¹⁷³ In that case, evidence from the parties’ negotiations indicated that they had “continued to maintain differing positions” regarding the issue that was addressed by the instrument, meaning that a “clear intention to be legally bound” could not be discerned from the circumstances in which the instrument was drawn up.¹⁷⁴
122. **Third**, conduct of the parties subsequent to concluding an agreement is also relevant to ascertaining whether they had intended to be legally bound by that agreement.¹⁷⁵ Diplomatic exchanges subsequent to the agreement may be taken into account in this

¹⁷¹ **RLA-34**, *Land and Maritime Delimitation and Sovereignty over Islands (Gabon/Equatorial Guinea)*, Judgment, ICJ, General List No. 179, 19 May 2025, para. 77; **CLA-5**, *Maritime Delimitation and Territorial Questions between Qatar and Bahrain (Qatar v. Bahrain)*, Jurisdiction and Admissibility, Judgment, ICJ Reports 1994, p. 112 at p. 121, para. 23; **RLA-6**, *Aegean Sea Continental Shelf (Greece v. Turkey)*, Judgment, ICJ Reports 1978, p. 3 at p. 39, para. 96; **RLA-23**, *South China Sea Arbitration (Republic of Philippines v. People’s Republic of China)*, Award on Jurisdiction and Admissibility, 29 October 2015, XXXIII RIAA, p. 1 at p. 86, para. 213; **RLA-14**, *Arbitration regarding the Iron Rhine (“Ijzeren Rijn”) Railway (Belgium/Netherlands)*, Award, 24 May 2005, XXVII RIAA, p. 35 at pp. 91–92, para. 142.

¹⁷² **RLA-23**, *South China Sea Arbitration (Republic of Philippines v. People’s Republic of China)*, Award on Jurisdiction and Admissibility, 29 October 2015, XXXIII RIAA, p. 1 at p. 88, para. 217. In that case, documents arising from the drafting and negotiation process recorded the parties’ express intention to create a “political document”: see pp. 88–89, para. 217(a)–(d).

¹⁷³ **RLA-34**, *Land and Maritime Delimitation and Sovereignty over Islands (Gabon/Equatorial Guinea)*, Judgment, ICJ, General List No. 179, 19 May 2025, paras. 79–80.

¹⁷⁴ **RLA-34**, *Land and Maritime Delimitation and Sovereignty over Islands (Gabon/Equatorial Guinea)*, Judgment, ICJ, General List No. 179, 19 May 2025, paras. 80, 82.

¹⁷⁵ **RLA-34**, *Land and Maritime Delimitation and Sovereignty over Islands (Gabon/Equatorial Guinea)*, Judgment, ICJ, General List No. 179, 19 May 2025, paras. 73–74, 83; **CLA-5**, *Maritime Delimitation and Territorial Questions between Qatar and Bahrain (Qatar v. Bahrain)*, Jurisdiction and Admissibility, Judgment, ICJ Reports 1994, p. 112 at p. 122, paras. 28–29; **RLA-23**, *South China Sea Arbitration (Republic of Philippines v. People’s Republic of China)*, Award on Jurisdiction and Admissibility, 29 October 2015, XXXIII RIAA, p. 1 at p. 86, para. 213; **RLA-14**, *Arbitration regarding the Iron Rhine (“Ijzeren Rijn”) Railway (Belgium/Netherlands)*, Award, 24 May 2005, RIAA vol. XXVII, p. 35 at pp. 91–92, para. 142.

regard.¹⁷⁶ In particular, “clear, mutually consistent, conduct” of the parties will be accorded “great weight”.¹⁷⁷ Relevant considerations include the following:

- (a) If, following its conclusion, the parties entered into several rounds of negotiations concerning the issues addressed in the instrument, this may indicate that no legally binding obligation had been assumed in respect of those matters.¹⁷⁸
- (b) Likewise, if, subsequent to concluding the putative agreement, either party emphasises that the parties need to negotiate and agree the subject matter of the agreement, that may be an indicator that the original agreement had not bound them.¹⁷⁹
- (c) If the parties subsequently describe their agreement as a “political” document, this may militate against it being legally binding.¹⁸⁰

b. Application of the requirements to this case

123. It is common ground between the Parties that the 2024 Finance Agreement created binding obligations for the Parties as a matter of international law.¹⁸¹ More particularly, it is common ground that, when the Parties concluded the 2024 Finance Agreement in June 2024, the United Kingdom assumed an obligation to pay Rwanda £50 million within 10 days of each of 13 April 2025 and 13 April 2026, in respect of “Year 2” and “Year 3”, respectively.¹⁸²
124. However, the Parties disagree on the status and consequences of the Amendment Agreement which they concluded in November 2024.

¹⁷⁶ See, e.g., **RLA-34**, *Land and Maritime Delimitation and Sovereignty over Islands (Gabon/Equatorial Guinea)*, Judgment, ICJ, General List No. 179, 19 May 2025, para. 95.

¹⁷⁷ **RLA-34**, *Land and Maritime Delimitation and Sovereignty over Islands (Gabon/Equatorial Guinea)*, Judgment, ICJ, General List No. 179, 19 May 2025, para. 91.

¹⁷⁸ **RLA-34**, *Land and Maritime Delimitation and Sovereignty over Islands (Gabon/Equatorial Guinea)*, Judgment, ICJ, General List No. 179, 19 May 2025, paras. 87–97. See also **RLA-23**, *South China Sea Arbitration (Republic of Philippines v. People’s Republic of China)*, Award on Jurisdiction and Admissibility, 29 October 2015, XXXIII RIAA, p. 1 at p. 89, para. 218.

¹⁷⁹ **RLA-12**, *Kasikili/Sedudu Island (Botswana/Namibia)*, Judgment, ICJ Reports 1999, p. 1045 at p. 1091, para. 68.

¹⁸⁰ **RLA-23**, *South China Sea Arbitration (Republic of Philippines v. People’s Republic of China)*, Award on Jurisdiction and Admissibility, 29 October 2015, XXXIII RIAA, p. 1 at p. 89, para. 218.

¹⁸¹ See para. 49 above.

¹⁸² **C-22**, 2024 Finance Note, paras. 2.3.1, 2.3.2.

- (a) The United Kingdom’s position is that, by way of the Amendment Agreement, the Parties agreed that the United Kingdom would be released from the obligation to make future payments under the ETIF and that this agreement had the effect of terminating that obligation under international law.
- (b) Rwanda contends that the 2024 Finance Agreement “was in force as at” 23 April 2025, and will remain in force until termination of the Asylum Partnership Agreement on 16 March 2026.¹⁸³ Its basis for this position is that Rwanda “did not express its consent to be bound by the draft amendments proposed” in the United Kingdom’s note verbale dated 13 November 2024 and its Technical Annex, and thus there was no “‘meeting of the minds’ between the Parties on any legally binding amendment to the 2024 Finance Note”.¹⁸⁴ Rwanda’s core position is that, when it replied on 14 November 2024 to the United Kingdom’s note verbale of the previous day, 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).”¹⁸⁵

125. Alternatively, Rwanda argues that, if there was any binding agreement under international law, it was nothing more than an agreement to forgo future ETIF payments if a “termination package” was agreed.¹⁸⁶
126. It is implicit in Rwanda’s argument that the United Kingdom intended to enter into a legally binding agreement to terminate ETIF payment obligations and invited Rwanda to do so, and further that the text of the United Kingdom’s note verbale was capable of giving rise to a binding agreement if Rwanda had expressed its consent to be bound to the terms it contained. Rwanda’s argument is that, when presented with such terms, which invited such consent, Rwanda declined to provide it (or, alternatively, if it

¹⁸³ Notice of Arbitration, para. 33; Statement of Claim, para. 100.

¹⁸⁴ Statement of Claim, paras. 88, 89.

¹⁸⁵ Statement of Claim, para. 91 (*italics in original*).

¹⁸⁶ Statement of Claim, paras. 92, 101.

provided any consent to be bound, such consent was limited to consent to forgo ETIF payments if a full “termination package” was agreed).

127. The United Kingdom’s position is that the terms of the two notes verbales, and the documentary record of the circumstances in which they were drawn up and the conduct that followed them, do not support such an argument.¹⁸⁷ Rather, those factors demonstrate that Rwanda consented to be bound by a written agreement to amend the 2024 Finance Agreement.

1. The text of the Amendment Agreement

128. The text of the two instruments that constitute the Amendment Agreement manifested the intention and consent of both Parties to be bound under international law to the terms of the Amendment Agreement. This is for the following reasons.

129. **First**, the terms of the United Kingdom’s note verbale of 13 November 2024 indicated that the proposal was for a legally binding agreement that would amend the 2024 Finance Agreement.

- (a) In the cover note verbale, the United Kingdom stated that it was “formally request[ing] that the Government of Rwanda forgo any additional payments under the Economic Transformation and Integration Fund”.¹⁸⁸
- (b) In the Technical Annex, the United Kingdom proceeded to propose 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”.¹⁸⁹
- (c) The Technical Annex further stated that the 2024 Finance Agreement, which both Parties agree was binding, would be “accordingly amended”.¹⁹⁰

¹⁸⁷ As to the relevance of the text, the circumstances in which it was drawn up, and subsequent conduct, see paras. 118–122 above.

¹⁸⁸ C-29, United Kingdom’s Note Verbale NV 182/2024 (13 November 2024).

¹⁸⁹ C-29, United Kingdom’s Note Verbale NV 182/2024 (13 November 2024), Technical Annex, para. 1.

¹⁹⁰ C-29, United Kingdom’s Note Verbale NV 182/2024 (13 November 2024), Technical Annex, para. 1.

- (d) It then expressly “propose[d]” that a reply from Rwanda that the proposals were acceptable to it would “record the understanding” of the two States on this matter, which would “come into effect on the date of [Rwanda’s] reply”.¹⁹¹

130. Those terms can only sensibly be read as inviting Rwanda to agree that the 2024 Finance Agreement would be formally amended such that the United Kingdom would no longer be required to make ETIF payments. Many of the words used — such as “agree” and “amended” — have an obvious legal meaning, connoting that the Parties were making legal commitments.¹⁹² This is all the more so where what was to be amended was itself legally binding. Furthermore, the reference to the Parties’ agreement coming into effect is an indicator that it was intended to be legally binding.¹⁹³

131. **Second**, contrary to Rwanda’s argument, there is nothing in the *structure* of the United Kingdom’s note verbale of 13 November 2024 which undermines the conclusion that, by accepting the United Kingdom’s proposals, Rwanda was consenting to a legally binding agreement. Rwanda seeks to attribute significance to the fact that certain matters were addressed in the Technical Annex, rather than in the cover note verbale. Specifically, it observes that:

- (a) “[T]he main body of the UK Note contained no reference to amendments”,¹⁹⁴ and, more generally, “[i]n contrast to the 2024 Finance Note, the proposed amendments were set out in a separate annex”;¹⁹⁵ and
- (b) The cover note verbale contained “no request for a reply using specified wording” or “any statement that this Note and its reply would have any legal or other effect”, and likewise the relevant language in this regard appeared in the Technical Annex.¹⁹⁶

¹⁹¹ Notice of Arbitration, Annex 7, Technical Annex.

¹⁹² As to the significance of words with legal meanings, see para. 120(a) above.

¹⁹³ See para. 120(c) above.

¹⁹⁴ Statement of Claim, para. 88(a).

¹⁹⁵ Statement of Claim, para. 88(c).

¹⁹⁶ Statement of Claim, para. 61. See also para. 88(a).

132. Rwanda contends that the structure of the United Kingdom’s note verbale “indicates that the text was ‘on the table’ for the discussions that the UK proposed in the Annex”.¹⁹⁷
133. This is unrealistic. It was clear that the Technical Annex formed an integral part of the United Kingdom’s proposal. The cover note verbale contained the core “request” that ETIF payments be terminated, and then expressly stated that the Technical Annex “supported” that request. The cover note verbale and the Technical Annex were transmitted to Rwanda as a single document.¹⁹⁸ That the word “amended” and the invitation to Rwanda to indicate whether the proposals were “acceptable” to it such that the agreement would “come into effect” were contained in the Technical Annex rather than the cover note is of no consequence. It is clear that the note verbale, including its Technical Annex, were to be read as a unitary whole.
134. This structure was not materially different to the structure of the 2024 Finance Note. The 2024 Finance Note was also constituted by a cover note verbale which referred to “financial arrangements” set out in separately numbered paragraphs, followed by language inviting Rwanda’s expression of consent to be bound and indicating how the agreement would enter into force. The High Commissioner’s signature and stamp appeared after the paragraph concerning Rwanda’s consent and the agreement’s entry into force, rather than at the end of the cover note as in the Amendment Agreement, but nothing turns on that. In both cases, the intention was the same: that the cover note and the proposed terms of the arrangement formed a single proposal, to which Rwanda was invited to express its consent to be bound.
135. *Third*, the reference in the Parties’ notes verbales of 13 and 14 November 2024 to termination of the Asylum Partnership Agreement does not alter the analysis. In its Statement of Claim, Rwanda draws attention to the fact that: (i) the United Kingdom used the words “in anticipation of the formal termination of the Agreement” in its cover note verbale and the Technical Annex; and (ii) the Technical Annex referred to the Parties’ discussion of “financial arrangements related to termination”.¹⁹⁹ It is on the

¹⁹⁷ Statement of Claim, para. 88(c).

¹⁹⁸ **R-37**, Email from ██████████ to Benjamin Nzeyimana et al, “NV 182/2024 Financial arrangements ahead of MEDP Treaty termination” (13 November 2024); **C-29**, United Kingdom’s Note Verbale 182/2024 (13 November 2024).

¹⁹⁹ Statement of Claim, para. 90(a)–(b).

basis of those features that Rwanda argues that termination of the ETIF payment obligation was “interdependent” with, and conditional on, the Parties agreeing a broader “termination package”.²⁰⁰ This is not correct.

- (a) The United Kingdom’s note verbale recorded as context that termination of the Asylum Partnership Agreement was anticipated. The inclusion of that fact does not suggest that either termination, or any other arrangements that could accompany termination, formed a condition precedent for the earlier removal specifically of the ETIF payment obligation.
- (b) This is clear from the text used in Rwanda’s reply note verbale of 14 November 2024.²⁰¹ In that note, Rwanda described the United Kingdom’s note as “informing the intention of the United Kingdom to formally terminate the Migration and Economic Development Partnership, and requesting the Government of Rwanda to forgo any additional payments under the Economic Transformation and Integration Fund”. This is consistent with the United Kingdom’s reference to termination being by way of information; it did not create any condition precedent in relation to removing the ETIF payment obligations specifically.
- (c) Equally, the fact that para. 2 of the Technical Annex to the United Kingdom’s note provided that the Parties would “continue to discuss arrangements for formal termination of the Agreement including financial arrangements related to termination” does not support Rwanda’s position. There is no indication that para. 1 of the Technical Annex (concerning ETIF payments) would take effect only once the discussions referred to in para. 2 had reached a conclusion. To the contrary, the terms of para. 1 (including the words “acknowledges and agrees”, “will not be paid”, and “the Finance Note is accordingly amended”) indicate that the content of para. 1 was to take immediate effect, irrespective of discussions on other matters. This is consistent with the Parties’ prior drafts and other exchanges, in which (as addressed below²⁰²) halting ETIF payments had been treated as a topic of long settled agreement.

²⁰⁰ Statement of Claim, para. 91.

²⁰¹ **C-30**, Rwanda’s Note Verbale 8520/09.16/North. E/24 (14 November 2024).

²⁰² See para. 143 below.

136. **Fourth**, Rwanda’s arguments based on the terms used in its responsive note verbale of 14 November 2024 are unavailing. It has failed to identify any credible basis on which its note could be said not to have manifested consent to be bound under international law.

(a) Rwanda contends that its use of the word “acceptable” in its responsive note verbale meant only that the United Kingdom’s proposals were “capable of being accepted”, rather than that Rwanda actually accepted them.²⁰³ This is not plausible. The ICJ has indicated that the word “accept” naturally “indicates that a legal obligation is undertaken”.²⁰⁴ Consistent with this, if a party indicates that a proposal is “acceptable” to it, the ordinary meaning of that word indicates that the party is thereby accepting the proposal; it is a far more strained reading that the party may in principle be willing to accept the proposal if other contingencies are resolved. Such a strained reading would clearly not be correct in this case. Critically, the United Kingdom’s note verbale of 13 November 2024 explicitly invited Rwanda to indicate whether the proposals were “acceptable” to it as a means of expressing consent to be bound. That note proceeded to state that upon Rwanda indicating that the proposals made by the United Kingdom were acceptable to it, the understanding of the two Governments would come into effect. Rwanda adopted precisely the same term, thereby expressing its consent. It is further notable that the word “acceptable” was also used in the 2024 Finance Note²⁰⁵ and in Rwanda’s response to it.²⁰⁶ In that context, Rwanda accepts (and positively contends) that it gave rise to a legally binding agreement. There is no reason the same term should be given a different meaning in Rwanda’s note verbale of 14 November 2024.

(b) Rwanda also contends that, while its responsive note verbale “referred to the [United Kingdom’s] proposals in summary terms”, it did not explicitly use the words “acknowledge”, “agree” or “amendment” (or any cognate of those words).²⁰⁷ That Rwanda did not use such words is irrelevant. The United

²⁰³ Statement of Claim, para. 88(d).

²⁰⁴ **RLA-9**, *Territorial Dispute (Libyan Arab Jamahiriya/Chad)*, Judgment, ICJ Reports 1994, p. 6 at p. 22, paras. 42–43.

²⁰⁵ **C-22**, 2024 Finance Note.

²⁰⁶ **C-23** Rwanda’s Note Verbale 051/9.16/North. E/24 (21 June 2024).

²⁰⁷ Statement of Claim, paras. 66, 88(d).

Kingdom had invited Rwanda to confirm that “the proposals set out above are acceptable”.²⁰⁸ This included *all* the proposals, including those set out in numbered para. 1 of the Technical Annex. Rwanda replied that it had “the further honour to confirm that the proposed arrangements are acceptable to the Government of the Republic of Rwanda”.²⁰⁹ Again, “the proposed arrangements” referred to everything proposed in the United Kingdom’s note verbale. There was no need for Rwanda to repeat the specific words of particular proposals. The ICJ has observed that there is no requirement that, for an exchange of notes to constitute a legally binding agreement, the text of one note is reproduced in the other.²¹⁰ This is particularly so in the present circumstances, discussed below, in which the two States had exchanged drafts of the initiating note verbale and Rwanda had confirmed that it was ready to agree to its terms.²¹¹ Furthermore, it is again the case that, in its responsive note verbale to the 2024 Finance Note, Rwanda had not adopted the terms of any particular proposals made by the United Kingdom. It had similarly provided its consent in general terms by way of confirmation that all the proposals were “acceptable” to it.²¹²

- (c) Finally, Rwanda relies on the fact that its formulation of its consent to be bound “did not mirror” the words used in the final paragraph of the United Kingdom’s note verbale.²¹³ Rwanda emphasises that it stated that the United Kingdom’s proposals were acceptable to it, but did not proceed to state “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” — language which it had used in its response to the 2024 Finance Note. Rwanda states that its adoption of a “shortened form of words” was “deliberate”.²¹⁴ Even if that assertion of subjective intent were true as a matter of fact, as to which there is no evidence, it would not be legally relevant. The United Kingdom had proposed that, upon Rwanda indicating that the proposals

²⁰⁸ C-22, 2024 Finance Note.

²⁰⁹ C-23, Rwanda’s Note Verbale 051/9.16/North. E/24 (21 June 2024).

²¹⁰ CLA-4, *Obligation to Negotiate Access to the Pacific Ocean (Bolivia v. Chile)*, Judgment, ICJ Reports 2018, p. 507 at p. 546, para. 117.

²¹¹ R-33, Emails between Jennifer Stockill, Grace Nyinawumuntu et al, “RE: Draft NVs for UK” (6–12 November 2024). See also para. 75 above.

²¹² C-23, Rwanda’s Note Verbale 051/9.16/North. E/24 (21 June 2024).

²¹³ Statement of Claim, para. 88(e).

²¹⁴ Statement of Claim, para. 88(c).

were “acceptable” to it, the Parties’ agreement would “come into effect on the date of your reply”.²¹⁵ Thus, objectively, all that was required for the agreement to come into effect was for Rwanda to indicate that the proposals were acceptable to it. Rwanda did so. There was no requirement that Rwanda also expressly repeat that the agreement would come into effect on the date of its reply.²¹⁶ It is not credible to suggest that Rwanda’s omission of those additional, superfluous words constitutes an objective indication that it did not consent to be bound. There is no reasonable basis on which the United Kingdom could have understood Rwanda’s note verbale in the way that Rwanda now argues it should be construed. That is so as a matter of the ordinary meaning of the terms used in the context of the full content of the two notes verbales, and it is confirmed by the surrounding circumstances discussed below, including that the subject line of Rwanda’s cover email to which its note was attached was “Confirmation of the Government of Rwanda to the Proposed arrangements”.²¹⁷

137. ***Fifth***, in the text of the Amendment Agreement there was no clause stating that the agreement was not binding under international law. Such a clause had been included in the very first draft, but the Parties had removed it at Rwanda’s instigation, as had also been the case for the 2024 Finance Agreement. The significance of this is addressed more fully below in relation to the circumstances in which the Amendment Agreement was drawn up.²¹⁸
138. Thus, the text of the Amendment Agreement clearly manifests the Parties’ consent to enter into an agreement that was binding under international law.

²¹⁵ C-22, 2024 Finance Note.

²¹⁶ As stated above, there is no requirement that, for an exchange of notes to constitute an agreement, one of the notes reproduces the text of the other: **CLA-4**, *Obligation to Negotiate Access to the Pacific Ocean* (*Bolivia v. Chile*), Judgment, ICJ Reports 2018, p. 507 at p. 546, para. 117.

²¹⁷ **R-38**, Email from MINAFFET Records Management Unit to [REDACTED] et al, “Confirmation of the Government of Rwanda to the Proposed arrangements” (14 November 2024).

²¹⁸ See para. 141 below.

2. The circumstances in which the Amendment Agreement was drawn up

139. The same conclusion follows from the circumstances in which the Amendment Agreement was drawn up. There are two overarching contextual factors which are relevant:

- (a) Both the Asylum Partnership Agreement and the 2024 Finance Agreement were binding treaties, as is undisputed. It was therefore logical that, in the context of the Parties reaching an agreement concerning payment obligations in the 2024 Finance Agreement, that the subsequent agreement would also be binding. Rwanda has itself advanced an analogous point. In its comment on the draft text of the 2024 Finance Note, it stated that the 2024 Finance Note should lead to a binding agreement “as the NV is no longer attached to a non-binding MoU but to a binding treaty” and that the Parties would “need to be able to enforce” its provisions.²¹⁹ In the current proceedings, Rwanda has averred that the close relationship between the Asylum Partnership Agreement (which is binding) and the 2024 Finance Agreement is evidence that the latter was also a binding agreement.²²⁰ The same logic applies to the Amendment Agreement.
- (b) The 2024 Finance Agreement was concluded pursuant to Article 18 of the Agreement.²²¹ Consistent with the Agreement being primarily concerned with the relocation of individuals from the United Kingdom to Rwanda,²²² Article 18 required the Parties to “make financial arrangements *in support of the relocation of individuals under this Agreement*”.²²³ Consistent with that stated purpose, the express intention of the 2024 Finance Note was “to create a mechanism for the transfer of Relocated Individuals to Rwanda”.²²⁴ As stated above,²²⁵ from July 2024 the United Kingdom had decided and had informed Rwanda that it would no longer relocate any individuals to Rwanda under the Agreement (and no individuals have in fact been transferred since then). Thus the essential purpose

²¹⁹ C-36, Comments by Rwanda on the draft 2024 Finance Note (29 May 2024), comment at para. 1.8.

²²⁰ Statement of Claim, para. 84(c).

²²¹ See C-22, 2024 Finance Note, cover note verbale, para. 1.2.

²²² See para. 30 above; C-19, Asylum Partnership Agreement, Preamble, Articles 2(1), 2(3)(a).

²²³ C-19, Asylum Partnership Agreement, Article 18 (emphasis added).

²²⁴ C-22, 2024 Finance Note, para. 1.3.

²²⁵ See paras. 51–55 above.

of the 2024 Finance Agreement had fallen away. It is therefore natural that the Parties would reach an agreement to terminate the United Kingdom’s further payment obligations the purpose of which had been to support the relocation scheme.

140. In addition to those broader contextual factors, the specific circumstances in the period leading up to the Amendment Agreement indicate that the Parties mutually consented to a binding agreement. It is striking that Rwanda represented to the Tribunal that there were no exchanges between the Parties between July and November 2024.²²⁶ The reality is that there was a large volume of exchanges, as evidenced in contemporaneous documents.²²⁷ The evidence demonstrates that the Parties intended to reach an agreement that would terminate the United Kingdom’s obligations to make ETIF payments, and would amend the 2024 Finance Agreement to that end with binding effect. Those exchanges have been recounted in detail in section II(E) above. The critical matters arising from them include the following.
141. *First*, in its original draft of the text for the Amendment Agreement (sent to Rwanda on 11 October 2024), the United Kingdom included a provision that the agreement “is not legally binding under ... international law”.²²⁸ Rwanda removed that clause from its own draft,²²⁹ and such a clause was not included in any subsequent drafts or in the final text of the Amendment Agreement.²³⁰ Rwanda has already argued that the omission of such a clause — and especially the fact that such a clause had been initially included and was then removed — is compelling evidence that the 2024 Finance Agreement had binding effect under international law.²³¹ The same is true for the Amendment Agreement.
142. The omission — and, in particular, the deliberate removal — of a clause stating that the Amendment Agreement would not be binding under international law is particularly

²²⁶ Statement of Claim, para. 60.

²²⁷ As to the relevance of such contemporaneous documents, see para. 121 above.

²²⁸ **R-19**, Attachment: “NV re finances for termination RW comments” (11 October 2024). This draft was attached to **R-18**, Email from David Rinnert to Clementine Mukeka et al, “For GoR comments following Ministerial call last night: Draft Finance NV” (11 October 2024).

²²⁹ **R-23**, Attachment: “Draft NV ON MEDP October 2024 (Rwanda side) (1)” (15 October 2024). This draft was attached to **R-22**, Email from Grace Nyinawumuntu to David Rinnert et al, “Re: For GoR comments following Ministerial call last night: Draft Finance NV” (15 October 2024).

²³⁰ **C-29**, United Kingdom’s Note Verbale 182/2024 (13 November 2024).

²³¹ Statement of Claim, para. 84(a).

significant because, in previous related agreements which were not intended to have binding international legal effect, the Parties had included a provision making that explicit.²³²

143. **Second**, the termination of the obligation to make ETIF payments was a core focus of the Parties' exchanges throughout this period. The contemporaneous documentary record shows that both Parties understood from the outset of their discussions the importance of the issue of termination of payment obligations. In addition to being consistently addressed in draft texts of the Amendment Agreement exchanged between the Parties (as discussed further below), it was raised on the following occasions:

- (a) In the meeting between British and Rwandan representatives on 3 October 2024, the United Kingdom's internal record of which indicated that Rwandan officials were amenable to entering an agreement under which no further ETIF payments would be due;²³³
- (b) In the call between the British Home Secretary and the Rwandan Foreign Minister on 10 October 2024, the internal note of which kept by the United Kingdom records that the Parties agreed to sign notes verbale that would remove ETIF payment obligations;²³⁴
- (c) In Mr Williams' email of 11 October 2024 to Ms Nyinawumuntu, which highlighted that the United Kingdom's draft of the note verbale "entirely removed the ETIF elements";²³⁵
- (d) In Ms Nyinawumuntu's cover email of 15 October 2024 to the British High Commission, attaching Rwanda's revised draft text, which stated that the Parties' purpose was "agreeing to halt the ETIF payment schedule";²³⁶ and

²³² See, e.g., **C-9**, MoU, para. 1.6; **C-10**, 2022 Finance Arrangement, para. 1.7.

²³³ **R-15**, Email from Richard Williams to John Brocklehurst et al, "READOUT: Negotiations with the Government of Rwanda" (3 October 2024). See also para. 59 above.

²³⁴ **R-16**, Email from Richard Williams to Simon Ridley et al, "READOUT: Home Secretary / Minister Nduhungirehe (GoR) bilat" (10 October 2024). See also para. 60 above.

²³⁵ **R-21**, Email from Richard Williams to Grace Nyinawumuntu et al, "RE: For GoR comments following Ministerial call last night: Draft Finance NV" (11 October 2024). See also para. 63 above.

²³⁶ **R-22**, Email from Grace Nyinawumuntu to David Rinnert et al, "Re: For GoR comments following Ministerial call last night: Draft Finance NV" (15 October 2024). See also para. 64 above.

- (e) In the meeting of 6 November 2024 between the British High Commissioner and the Rwandan Foreign Minister, the internal note of which kept by the United Kingdom records the purpose of ending ETIF payments.²³⁷

144. *Third*, it was clear from the negotiations that both Parties appreciated that the ETIF payment obligation *would* be terminated before any further payments fell due, and that the only question was the legal vehicle which would be used to achieve this. The United Kingdom repeatedly made clear to Rwanda that its payment obligation could be removed by the Parties reaching an agreement that had that effect, and that if such agreement was not reached the United Kingdom would accelerate its domestic legislative agenda to repeal the SoRA and then notify termination of the Asylum Partnership Agreement in time for corresponding termination of the 2024 Finance Agreement to take effect before the next payment fell due. The evidence of this includes the following:

- (a) The United Kingdom’s record of the meeting between British and Rwandan representatives on 3 October 2024;²³⁸
- (b) The United Kingdom’s note of the call of 10 October 2024 between the British Home Secretary and the Rwandan Foreign Minister;²³⁹
- (c) Mr Armstrong’s email to Ms Mukeka of 30 October 2024, which referred to “legislative pressures here in the UK”;²⁴⁰
- (d) The United Kingdom’s note of the meeting of 6 November 2024 between the British High Commissioner and the Rwandan Foreign Minister, in which the High Commissioner drew attention to the demands of the legislative timetable in the United Kingdom and Rwanda accordingly undertook to respond promptly;²⁴¹

²³⁷ **R-34**, Email from Jennifer Stockill to Alison Thorpe et al, “Readout: meeting with Rwandan Foreign Minister” (7 November 2024). See also para. 71 above.

²³⁸ **R-15**, Email from Richard Williams to John Brocklehurst et al, “READOUT: Negotiations with the Government of Rwanda” (3 October 2024). See also para. 59(c) above.

²³⁹ **R-16**, Email from Richard Williams to Simon Ridley et al, “READOUT: Home Secretary / Minister Nduhungerehe (GoR) bilat” (10 October 2024). See also para. 60 above.

²⁴⁰ **R-28**, Email from Kristian Armstrong to Clementine Mukeka, “Closing off the Note Verbale” (30 October 2024). See also para. 70 above.

²⁴¹ **R-34**, Email from Jennifer Stockill to Alison Thorpe et al, “Readout: meeting with Rwandan Foreign Minister” (7 November 2024), para. 1. See also para. 71 above.

- (e) The cover email from the British High Commission to Rwandan officials on 6 November 2024 which referred to the “urgency to get this concluded due to the UK legislative timetable” and “the things we need covered for our legislative process”;²⁴² and
 - (f) The United Kingdom’s email of 7 November 2025 to MINAFFET officials which reiterated that “there is a lot of pressure on our side due to the UK legislative timetable”.²⁴³
145. Both Parties therefore understood that there needed to be a termination of the United Kingdom’s ETIF payment obligations. It would evidently not have been enough for them to have reached an in-principle, non-binding agreement that would not remove the payment obligations, or to agree to negotiate further on this topic as part of a wider “termination package” (to use Rwanda’s terminology). If the result were to be anything less than a binding agreement to remove ETIF payment obligations, then it is clear from the record of communications between the Parties that the United Kingdom would have brought forward domestic legislation to repeal the SoRA and notified unilateral termination of the Agreement and thus the 2024 Finance Note more than three months before the next ETIF payment fell due.
146. *Fourth*, all of the draft texts of the note verbale exchanged between the Parties were explicit that the ETIF payment obligation would be removed, and were further consistent that the 2024 Finance Agreement would be amended accordingly. The fact that these were consistent features of the drafts demonstrates that the Parties’ agreement on these core points was settled from very early in their discussions, despite the fact that negotiations on other issues remained ongoing. Specifically:
- (a) The United Kingdom’s first draft, sent to Rwanda on 11 October 2024, stated that it “amends and replaces in entirety” the 2024 Finance Agreement.²⁴⁴ In that

²⁴² **R-29**, Email from Jennifer Stockill to Grace Nyinawumuntu et al, “Draft NVs for UK” (6 November 2024). See also para. 72 above.

²⁴³ **R-32**, Emails between Jennifer Stockill, Isabelle Umugwaneza et al, “RE: Draft NVs for UK” (6–7 November 2024). See also para. 74 above.

²⁴⁴ **R-19**, Attachment: “NV re finances for termination RW comments” (11 October 2024), para. 1.6. This draft was attached to **R-18**, Email from David Rinnert to Clementine Mukeka et al, “For GoR comments following Ministerial call last night: Draft Finance NV” (11 October 2024). This draft was the only one exchanged between the Parties which stated that the proposed agreement would not have binding effect under international law: see para. 1.9. See also para. 62 above.

draft, the ETIF scheme had been removed altogether. In a subsequent email, Mr Williams drew Rwanda’s attention to the fact that the United Kingdom’s draft had “entirely removed the ETIF elements”.²⁴⁵

- (b) In its cover email of 15 October 2024 attaching a revised draft, Rwanda indicated that its draft was intended to “propose amendments to the Financial NV, agreeing to halt the ETIF payment schedule and clarifying the continuation of responsibilities in anticipation of the UK’s formal termination notice”.²⁴⁶ As noted above, Rwanda had omitted any term stating that the agreement would not be binding under international law. Paragraph 2.3.1 of Rwanda’s revised draft note stated that “[t]he United Kingdom will not make any further payments to the economic transformation and integration fund” and that para. 2.3 of the 2024 Finance Note (containing the obligation to pay) would be “hereby replaced”.²⁴⁷ Although it was clear that other responsibilities of the Parties would remain in place pending final termination of the Agreement (such as relating to individuals who had already been relocated and Rwanda’s obligation to account for the £20 million advance for operational costs), there was no suggestion whatsoever that the cessation of ETIF payments was conditional on other developments concerning termination.
- (c) Subsequent drafts of the text, based on Rwanda’s draft, made no amendments to the part of Rwanda’s draft concerning the cessation of ETIF payments.²⁴⁸ This reflected the fact that the Parties had reached a settled mutual position that ETIF payments would be terminated and that the 2024 Finance Agreement would be accordingly amended, while other obligations under the Agreement remained in force.

²⁴⁵ **R-21**, Email from Richard Williams to Grace Nyinawumuntu et al, “RE: For GoR comments following Ministerial call last night: Draft Finance NV” (11 October 2024). See also para. 63 above.

²⁴⁶ **R-22**, Email from Grace Nyinawumuntu to David Rinnert et al, “Re: For GoR comments following Ministerial call last night: Draft Finance NV” (15 October 2024). See also para. 64 above.

²⁴⁷ **R-23**, Attachment: “Draft NV ON MEDP October 2024 (Rwanda side) (1)” (15 October 2024), paras. 2.3.1, 2.3.2.

²⁴⁸ **R-25**, Attachment: “Draft NV ON MEDP October 2024 (Rwanda side) UK comments updated after instructions RW cleared” (16 October 2024) (attached to **R-24**, Email from David Rinnert to Grace Nyinawumuntu et al, “RE: For GoR comments following Ministerial call last night: Draft Finance NV” (16 October 2024)); **R-27**, Attachment: “Draft NV ON MEDP October 2024 (Rwanda side) UK comments updated after instructions v3” (22 October 2024) (attached to **R-26**, Email from Alison Thorpe to Grace Nyinawumuntu et al, “annotated NV” (22 October 2024)). See also paras. 68–69.

- (d) The United Kingdom’s draft note verbale of 6 November 2024 included a Technical Annex in precisely the same terms as the final note verbale sent on 13 November 2024.²⁴⁹ Rwanda reviewed the draft Technical Annex of 6 November 2024 and expressly declined to edit it in any way.²⁵⁰ The fact that this text manifests an intention to have international legal effect is addressed above.²⁵¹

147. **Fifth**, and following on from the previous point, there is no evidence arising from the Parties’ discussions which suggests that either of them saw the termination of ETIF payments as conditional on any other matters being progressed or finalised. It is true that other matters related to termination of the Agreement featured at some points in the Parties’ discussions and in the draft texts which the Parties exchanged. These matters included the possibility of Rwanda being required to pay back part of the £20 million advance for operational costs, and the Parties’ ongoing obligations in respect of individuals who had already been relocated to Rwanda. However, the proposal to terminate ETIF payments was consistently framed as unconditionally agreed. By way of example:

- (a) Two topics of agreement were recorded in the United Kingdom’s internal note of the call of 10 October 2024 between the United Kingdom’s Home Secretary and Rwanda’s Foreign Minister.²⁵² The first was that the Parties would exchange notes verbales removing the obligation to make further ETIF payments. The second was that the UK would extend Diplomatic Visa Arrangements to certain Rwandan officials. However, there was no indication that termination of the ETIF payment obligations was to be conditional on those visa arrangements being concluded. Rwanda does not contend otherwise.
- (b) In her cover email of 15 October 2024, Ms Nyinawumuntu indicated that the agreement would “halt the ETIF payment schedule” at the same time as

²⁴⁹ **R-31**, Attachment: “DRAFT technical annex NV” (6 November 2024), attached to **R-29**, Email from Jennifer Stockill to Grace Nyinawumuntu et al, “Draft NVs for UK” (6 November 2024). See also para. 72 above.

²⁵⁰ **R-33**, Emails between Jennifer Stockill, Grace Nyinawumuntu et al, “RE: Draft NVs for UK” (6–12 November 2024). See also para. 75 above.

²⁵¹ See paras. 128–138 above.

²⁵² **R-16**, Email from Richard Williams to Simon Ridley et al, “READOUT: Home Secretary / Minister Nduhungirehe (GoR) bilat” (10 October 2024). See also para. 60 above.

“clarifying the continuation of responsibilities in anticipation of the UK’s formal termination notice”.²⁵³ Again, the two topics of agreement were not conditional on each other. That aligned with the text and structure of Rwanda’s draft note verbale attached to that email, which explicitly stated that the 2024 Finance Agreement would be amended in respect of the ETIF payments, while dealing in separate paragraphs with Rwanda’s ongoing spending and reporting obligations regarding the £20 million advance.

148. The documentary record therefore contradicts both: (i) Rwanda’s primary case that it did not consent to be bound by the Amendment Agreement until other matters relating to termination were agreed; and (ii) Rwanda’s alternative position that the Parties’ agreement on terminating ETIF payment obligations was at most an agreement that ETIF payments would no longer be required provided that agreement was reached on a holistic “termination package”.
149. *Sixth*, the terms used in the Parties’ communications reflected that they intended that the exchange of notes verbales would definitively dispose of the issue of ETIF payments.²⁵⁴ Neither Party used terms which suggested that the agreement was merely a conditional agreement to forgo ETIF payments if a broader “package” were concluded. The terms used in their exchanges denoted finality, rather than conditionality, in their agreement. In particular:
 - (a) The United Kingdom used the language of wishing to “sign” (or “sign and issue”) the agreement,²⁵⁵ being “happy to agree to the proposal” set out in Rwanda’s draft text,²⁵⁶ “finalising” the agreement,²⁵⁷ getting the agreement

²⁵³ **R-22**, Email from Grace Nyinawumuntu to David Rinnert et al, “Re: For GoR comments following Ministerial call last night: Draft Finance NV” (15 October 2024); and attachment to that email: **R-23**, Attachment: “Draft NV ON MEDP October 2024 (Rwanda side) (1)” (15 October 2024). See also paras. 64–66 above.

²⁵⁴ This distinguishes this case from **RLA-23**, *South China Sea Arbitration (Republic of Philippines v. People’s Republic of China)*, Award on Jurisdiction and Admissibility, 29 October 2015, XXXIII RIAA, p. 1, in which documents arising from the drafting and negotiation process recorded the parties’ express intention to create a “political document”: see pp. 88–89, para. 217(a)–(d).

²⁵⁵ **R-18**, Email from David Rinnert to Clementine Mukeka et al, “For GoR comments following Ministerial call last night: Draft Finance NV” (11 October 2024); **R-26**, Email from Alison Thorpe to Grace Nyinawumuntu et al, “annotated NV” (22 October 2024); **R-33**, Emails between Jennifer Stockill, Grace Nyinawumuntu et al, “RE: Draft NVs for UK” (6–12 November 2024).

²⁵⁶ **R-24**, Email from David Rinnert to Grace Nyinawumuntu et al, “RE: For GoR comments following Ministerial call last night: Draft Finance NV” (16 October 2024).

²⁵⁷ **R-24**, Email from David Rinnert to Grace Nyinawumuntu et al, “RE: For GoR comments following Ministerial call last night: Draft Finance NV” (16 October 2024).

“over the line”,²⁵⁸ “[c]losing off” the notes verbales,²⁵⁹ and being “keen to get this agreed as soon as possible”.²⁶⁰ In the last email before 13 November 2024, the High Commission indicated to Rwanda that it would send “the final signed NV” and asked for a timeline for receiving Rwanda’s “formal reply”.²⁶¹ The subject line of the cover email of 13 November 2024 to which the United Kingdom’s final note verbale was attached referred to “Financial arrangements ahead of MEDP Treaty Termination”,²⁶² supporting the fact that the amended arrangements were intended to apply *in advance of* the Agreement being terminated.

- (b) Rwanda never queried the use of any of these terms. For its part, it said it wished to “conclude on the matter”²⁶³ and “look[ed] forward to finalizing this as soon as possible”,²⁶⁴ and it invited the United Kingdom “to proceed with signing”.²⁶⁵ The subject line of the email to which it attached its responsive note verbale of 14 November 2024 was “Confirmation of the Government of Rwanda to the Proposed arrangements”.²⁶⁶

150. Viewed objectively, the Parties’ terminology and overall approach is not consistent with Rwanda’s suggestion that the United Kingdom’s note verbale was intended merely to put the termination of ETIF payments “on the table” for discussion.²⁶⁷

²⁵⁸ **R-28**, Email from Kristian Armstrong to Clementine Mukeka, “Closing off the Note Verbale” (30 October 2024).

²⁵⁹ **R-28**, Email from Kristian Armstrong to Clementine Mukeka, “Closing off the Note Verbale” (30 October 2024).

²⁶⁰ **R-28**, Email from Kristian Armstrong to Clementine Mukeka, “Closing off the Note Verbale” (30 October 2024).

²⁶¹ **R-33**, Emails between Jennifer Stockill, Grace Nyinawumuntu et al, “RE: Draft NVs for UK” (6–12 November 2024).

²⁶² **R-37**, Email from [REDACTED] to Benjamin Nzeyimana et al, “NV 182/2024 Financial arrangements ahead of MEDP Treaty termination” (13 November 2024).

²⁶³ **R-32**, Emails between Jennifer Stockill, Isabelle Umugwaneza et al, “RE: Draft NVs for UK” (6–7 November 2024).

²⁶⁴ **R-33**, Emails between Jennifer Stockill, Grace Nyinawumuntu et al, “RE: Draft NVs for UK” (6–12 November 2024).

²⁶⁵ **R-33**, Emails between Jennifer Stockill, Grace Nyinawumuntu et al, “RE: Draft NVs for UK” (6–12 November 2024).

²⁶⁶ **R-38**, Email from MINAFFET Records Management Unit to [REDACTED] et al, “Confirmation of the Government of Rwanda to the Proposed arrangements” (14 November 2024).

²⁶⁷ Statement of Claim, para. 88(c).

151. The circumstances set out above provide important context for ascertaining whether the Parties concluded a binding agreement that would amend the 2024 Finance Agreement. They confirm that they did.

3. The Parties' conduct subsequent to the Amendment Agreement

152. The status of the Amendment Agreement is further supported by the Parties' conduct subsequent to it.²⁶⁸ In particular:

- (a) Mr Armstrong's email to Ms Mukeka on 15 November 2024 thanked her for the fact that the notes verbales were "agreed and signed".²⁶⁹ This indicated the United Kingdom's clear understanding, which was not controverted by Rwanda, that the Amendment Agreement had been a binding agreement, rather than merely a set of proposals putting topics for discussion "on the table", met with an indication of in principle acceptability subject to conditions.
- (b) The United Kingdom had made clear that it would terminate the ETIF payment obligations before the next payment fell due, and that if agreement could not be reached on that point, that it would need unilaterally to terminate the Asylum Partnership Agreement as a whole to achieve the same end, following domestic legislative procedures.²⁷⁰ The United Kingdom did not propose or pass legislation to repeal the SoRA and thereby enable the Agreement to be terminated within what would have been the required timeframe, and nor did it give notification of such termination until 16 December 2025 (once the SoRA had been repealed).²⁷¹ There is also no suggestion that, following the Amendment Agreement, the Parties sought to progress (let alone conclude) a "termination package" that would include removing any persisting obligation for the United Kingdom to make further ETIF payments. In their exchanges in January and February 2025, the Parties discussed the need for Rwanda to account for its expenditure of the £20 million advance on operational costs, the United Kingdom's legislative process for terminating the Agreement, and

²⁶⁸ As to the relevance of subsequent conduct, see para. 122 above.

²⁶⁹ **R-39**, Email from Kristian Armstrong to Clementine Mukeka et al, "RE: Closing off the Note Verbale" (15 November 2024). See also para. 81 above.

²⁷⁰ See para. 144 above.

²⁷¹ **C-35**, United Kingdom's Note Verbale 159/2025 (16 December 2025).

arrangements for the four individuals who had been relocated to Rwanda.²⁷² ETIF payment obligations formed no part of the discussions. That the Parties took no other steps towards, by one means or another, removing the ETIF payment obligations before the next ETIF payment would have fallen due under the (unamended) 2024 Finance Note shows that the Parties must not have considered those steps necessary. This would be the case only if the Amendment Agreement had itself brought the ETIF payment obligations to an end, rather than merely putting them “on the table” for discussion alongside other matters.

- (c) In its note verbale of 25 February 2025, Rwanda purported to “rescind” its acceptance of the Amendment Agreement.²⁷³ That Rwanda used the formal legal terminology of “rescission” is consistent with it having regarded the Amendment Agreement as having had binding effect. If Rwanda did not consider it to have had binding effect, because Rwanda did not consent to be bound by the terms of the United Kingdom’s note verbale, there would not have been anything that it would have needed to “rescind”. Rwanda did not say in that note that it had only ever accepted the Amendment Agreement in principle or regarded it as being only capable of being accepted. It did not say that the Amendment Agreement had only ever been non-binding and only put ETIF payments on the table as part of a package still to be negotiated. It did not say that such a package had not been negotiated such that any putative condition for ETIF payments to cease being due had not been fulfilled. Those are all later inventions for the purpose of this arbitration. In its note verbale in February 2025, Rwanda recalled that it had in November 2024 conveyed that the proposed arrangements to forgo any additional payments under the ETIF “were acceptable to it”, and it said that it “now” informed the United Kingdom that they “are not acceptable” to it. It added that it was as “a result” of this that the “previous arrangements” are “hereby rescinded”. Rwanda thus treated the Amendment Agreement as having been a definitive binding agreement that

²⁷² See paras. 82–84 above; **R-40**, Communication via WhatsApp from Jennifer Stockill to Grace Nyinawumuntu (16 January 2025); **R-41**, Communications via WhatsApp between Jennifer Stockill and Grace Nyinawumuntu (20 January 2025); **R-42**, Email from Jennifer Stockill to Christella Akoguteta, “Reporting on migration partnership spending” (11 February 2025).

²⁷³ **C-31**, Rwanda’s Note Verbale 1499/09.16/North. E/25 (25 February 2025).

meant that ETIF payments were no longer due, and it sought to “rescind” that agreement on the basis that it was no longer “acceptable” to it.

- (d) In the exchanges between United Kingdom and Rwanda in July and August 2025 which concerned final arrangements under the Agreement before termination, neither Party made any mention of ETIF payments, or there being any need for a holistic “termination package”.²⁷⁴ Other matters — namely, ongoing obligations towards relocated individuals, and Rwanda’s reporting obligations regarding the £20 million advance for operational costs — were addressed, but not ETIF payments.²⁷⁵

153. Thus, on the basis of the text of the Amendment Agreement, the circumstances in which it was drawn up and the Parties’ conduct subsequent to its conclusion, it is clear that the Amendment Agreement constituted a legally binding agreement to terminate the United Kingdom’s ETIF payment obligations and to amend the 2024 Finance Agreement accordingly.

c. Rwanda’s purported rescission

154. As stated above, on 25 February 2025 Rwanda purported to “rescind” its acceptance of the Amendment Agreement.²⁷⁶ This purported unilateral rescission was ineffective:

- (a) The Amendment Agreement did not contain any provisions on termination or withdrawal, and thus termination or withdrawal could occur only with the consent of both Rwanda and the United Kingdom.²⁷⁷ Rwanda neither sought nor obtained the United Kingdom’s consent to its purported rescission of the Amendment Agreement.

²⁷⁴ **R-46**, Email from David Rinnert to Nathalie Helene Gasaro, “Follow up - letter from Home Office Director Kristian for PS Clementine” (31 July 2025) and **R-47**, Attachment: “KA letter to PS Clementine 29072025 (007)” (29 July 2025, transmitted on 31 July 2025); **R-48**, Email from Nathalie Helene Gasaro to David Rinnert, “Re: Follow up - letter from Home Office Director Kristian for PS Clementine” (12 August 2025) and **R-49**, Attachment: “Summary Report_MEDP Funds utilization (2)” (12 August 2025). See also para. 98 above.

²⁷⁵ Cf. **RLA-34**, *Land and Maritime Delimitation and Sovereignty over Islands (Gabon/Equatorial Guinea)*, Judgment, ICJ, General List No. 179, 19 May 2025, paras. 87–97; **RLA-23**, *South China Sea Arbitration (Republic of Philippines v. People’s Republic of China)*, Award on Jurisdiction and Admissibility, 29 October 2015, XXXIII RIAA, p. 1 at p. 89, para. 218.

²⁷⁶ **C-31**, Rwanda’s Note Verbale 1499/09.16/North. E/25 (25 February 2025).

²⁷⁷ **CLA-3**, Vienna Convention on the Law of Treaties, Article 54.

- (b) Any amendment to the Amendment Agreement would similarly have required the consent of both Parties.²⁷⁸ Again, the United Kingdom provided no such consent.
- (c) Nor would Rwanda have been entitled (if it had even purported to do so) unilaterally to re-amend the 2024 Finance Agreement to reinstate the United Kingdom's former obligations to pay the "Year 2" and "Year 3" instalments under the ETIF. Any such re-amendment of the 2024 Finance Agreement would have required "written agreement" as set out in para. 3.1 of the 2024 Finance Note.²⁷⁹

(ii) Preclusion

155. If the Tribunal were to find that the 2024 Finance Agreement was not amended to remove the obligation on the United Kingdom to make further ETIF payments, then, in the alternative, Rwanda would be precluded from enforcing any such obligation.²⁸⁰ This would be on the following basis.

- (a) The United Kingdom formally requested Rwanda to "forgo any additional payments" under the ETIF.²⁸¹ Rwanda represented by way of response that "the proposed arrangements are acceptable" to it,²⁸² that representation being a 'confirmation'²⁸³ by way of note verbale of what had been discussed in the oral and written exchanges preceding it. The representation was also reinforced by Rwanda's conduct subsequent to sending its note verbale, including failing to

²⁷⁸ **CLA-3**, Vienna Convention on the Law of Treaties, Article 39.

²⁷⁹ **C-22**, 2024 Finance Note, para. 3.1.

²⁸⁰ As to the elements of preclusion, see **CLA-9**, *North Sea Continental Shelf (Federal Republic of Germany/Denmark)*, Judgment, ICJ Reports 1969, p. 3 at p. 26, para. 30; **RLA-7**, *Delimitation of the Maritime Boundary in the Gulf of Maine Area (Canada/United States)*, Judgment, ICJ Reports 1984, p. 246 at p. 309, para. 145; **RLA-11**, *Land and Maritime Boundary between Cameroon and Nigeria (Cameroon v. Nigeria)*, Preliminary Objections, Judgment, ICJ Reports 1998, p. 275 at p. 303, para. 57; **RLA-17**, *Case Concerning Sovereignty over Pedra Branca/Pulau Batu Puteh, Middle Rocks and South Ledge (Malaysia/Singapore)*, Judgment, ICJ Reports 2008, p. 12 at p. 81, para. 228; **RLA-5**, *Case Concerning the Temple of Preah Vihear (Cambodia v. Thailand)*, Merits, Judgment, ICJ Reports 1962, p. 6 at pp. 63–64 (Separate Opinion of Sir Gerald Fitzmaurice).

²⁸¹ **C-29**, United Kingdom's Note Verbale 182/2024 (13 November 2024).

²⁸² **C-30**, Rwanda's Note Verbale 8520/09.16/North. E/24 (14 November 2024).

²⁸³ **C-30**, Rwanda's Note Verbale 8520/09.16/North. E/24 (14 November 2024). See also **R-38**, Email from MINAFFET Records Management Unit to [REDACTED] et al, "Confirmation of the Government of Rwanda to the Proposed arrangements" (14 November 2024).

controvert Mr Armstrong’s statement in his email of 15 November 2025 that the notes verbales had been “agreed”.²⁸⁴

- (b) The United Kingdom reasonably relied on Rwanda’s representation by refraining from exercising its right unilaterally to terminate the Asylum Partnership Agreement, and thus the 2024 Finance Agreement including its payment obligations, before the ETIF payment for “Year 2” fell due.²⁸⁵

156. Rwanda now says that its confirmation that the arrangements proposed by the United Kingdom were “acceptable” to it, without adding that its note in reply to that of the United Kingdom placed on record the understanding of the two Governments which would come into effect on the date of the reply, was a “deliberate” means to seek to avoid agreement and instead convey that the arrangements proposed by the United Kingdom were merely “capable of being accepted”, rather than actually accepted.²⁸⁶ If that is true, then Rwanda would not have been acting in good faith, in particular in circumstances where the initiating note verbale had been negotiated and Rwanda had indicated that it was ready to agree to its terms. Rwanda’s objective representation that forgoing any additional ETIF payments was acceptable to it was one on which the United Kingdom was entitled to and did reasonably rely, so as to preclude Rwanda from now insisting on their payment, whatever its subjective intent.²⁸⁷
157. The United Kingdom does not, however, consider that Rwanda failed to act in good faith in November 2024. Rwanda was straightforwardly accepting the proposals made by the United Kingdom following the successful negotiation between them of the text

²⁸⁴ See paras. 81, 152(a) above; **R-39**, Email from Kristian Armstrong to Clementine Mukeka et al, “RE: Closing off the Note Verbale” (15 November 2024).

²⁸⁵ See paras. 59(c), 60–61, 70–72, 74, 144 above. See also **R-15**, Email from Richard Williams to John Brocklehurst et al, “READOUT: Negotiations with the Government of Rwanda” (3 October 2024); **R-16**, Email from Richard Williams to Simon Ridley et al, “READOUT: Home Secretary / Minister Nduhugirehe (GoR) bilat” (10 October 2024); **R-17**, Email from Charlotte Murfin to Emily Dunn et al, “[O-S] Update on SoRA repeal” (11 October 2024); **R-28**, Email from Kristian Armstrong to Clementine Mukeka, “Closing off the Note Verbale” (30 October 2024); **R-34**, Email from Jennifer Stockill to Alison Thorpe et al, “Readout: meeting with Rwandan Foreign Minister” (7 November 2024), para. 1; **R-29**, Email from Jennifer Stockill to Grace Nyinawumuntu et al, “Draft NVs for UK” (6 November 2024); **R-32**, Emails between Jennifer Stockill, Isabelle Umugwaneza et al, “RE: Draft NVs for UK” (6–7 November 2024).

²⁸⁶ Statement of Claim, para. 88.

²⁸⁷ As to the relationship between good faith and preclusion, see, e.g., **RLA-7**, *Delimitation of the Maritime Boundary in the Gulf of Maine Area (Canada/United States)*, Judgment, ICJ Reports 1984, p. 246 at p. 305, para. 130; **RLA-4**, *Case Concerning the Temple of Preah Vihear (Cambodia v. Thailand)*, Merits, Judgment, ICJ Reports 1962, p. 6 at p. 42 (Separate Opinion of Vice-President Alfaro).

of the initiating note, and in doing so consenting to an amendment of the 2024 Finance Agreement to remove the remaining ETIF payment obligations such that a binding international agreement was formed to that effect. Rwanda cannot now escape the consequences of that agreement. Nonetheless, if the Tribunal were to determine that no binding agreement was formed, Rwanda would be precluded from resiling from its representation for the reasons set out above. In the subsequent sub-sections, where reference is made to consequences flowing from the Amendment Agreement, this should be interpreted as including a reference to this alternative submission.

(iii) Payment for “Year 2” within 10 days of 13 April 2025

158. Because the Amendment Agreement removed the United Kingdom’s obligation to pay future ETIF payments, the United Kingdom was not obliged to pay Rwanda £50 million within 10 days of 13 April 2025. The fact that it did not make such a payment therefore does not constitute a violation of para. 2.3.2 or any other provision of the 2024 Finance Agreement.

(iv) Payment for “Year 3” within 10 days of 13 April 2026

159. For the same reasons as given in relation to the “Year 2” ETIF payment, the United Kingdom is not required to make any payment in respect of “Year 3” (namely, within 10 days of 13 April 2026). The Amendment Agreement terminated the United Kingdom’s payment obligations under the ETIF in respect of both of these payments.
160. There is a further independent reason why the United Kingdom would not be obliged to make any payment within 10 days of 13 April 2026, which is that the 2024 Finance Agreement will no longer be in force as at that date.
161. The United Kingdom having given notification of termination of the Asylum Partnership Agreement on 16 December 2025,²⁸⁸ it will terminate on 16 March 2026.²⁸⁹ The 2024 Finance Agreement as a whole will automatically cease to be in effect on the same date.²⁹⁰

²⁸⁸ C-35, United Kingdom’s Note Verbale 159/2025 (16 December 2025).

²⁸⁹ C-19, Asylum Partnership Agreement, Article 23(5).

²⁹⁰ C-22, 2024 Finance Note, para. 5.1.

162. Termination of the 2024 Finance Agreement will therefore occur in conformity with the provisions of that treaty for the purpose of Article 54(a) of the VCLT. Given that there is no provision to the contrary within the Finance Agreement, the termination of the 2024 Finance Agreement will release the Parties from any obligation further to perform that treaty.²⁹¹ Moreover, para. 5.2 of the Finance Note expressly provides that:

“After cessation of the Agreement, no payments of the Economic Transformation and Integration Fund will be payable for subsequent years.”

163. Rwanda contends, however, that termination of the Agreement will not affect the United Kingdom’s obligation to make the “Year 3” payment.²⁹² Its basis for this argument is as follows:

“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).”²⁹³

164. Rwanda is incorrect to assume that each of “Year 1”, “Year 2” and “Year 3”, as referred to in para. 2.3.1 and 2.3.2 of the 2024 Finance Note,²⁹⁴ commences on 1 January. Instead, each “Year” commences on 13 April. This is for the following reasons:

- (a) Paragraph 2.3.2 of the Finance Note refers to payment being due within 10 days of 13 April in the respective year. This is a strong indicator that 13 April is intended to be the start of each “Year” for the purposes of that provision.
- (b) This is reinforced by the fact that payment falls due within 10 days of 13 April. If 13 April had no significance in its own right, there would be no reason to frame the due date for payment in this way, rather than simply referring to payment being due no later than 23 April. The fact that the payment deadline is measured from 13 April suggests that this is the start date for each “Year”.

²⁹¹ **CLA-3**, Vienna Convention on the Law of Treaties, Article 70(1)(a).

²⁹² Statement of Claim, para. 93(d).

²⁹³ Statement of Claim, para. 93(d).

²⁹⁴ **C-22**, 2024 Finance Note, paras. 2.3.1, 2.3.2.

- (c) This aligns with the term of the 2024 Finance Agreement, which (absent termination) was due to expire on 13 April 2027 (the same date as the Asylum Partnership Agreement).²⁹⁵ The final “Year” for ETIF payments, “Year 3”, would commence on 13 April 2026 and conclude on 12 April 2027, with the 2024 Finance Agreement ceasing to be in effect the following day.
- (d) That this was the intended annual cycle is further confirmed when the 2024 Finance Agreement is looked at in the context of the 2022 Finance Arrangement, which it succeeded.²⁹⁶ As stated above,²⁹⁷ the 2022 Finance Arrangement had precisely the same term as the MoU: 13 April 2022 to 13 April 2027. Paragraph 2.3.2 of the 2022 Finance Note stated that the first payment would be due “within 10 (ten) days of signing the Memorandum of Understanding”, and that “[f]urther annual payments from year 2 to year 5 will be due annually and should be received within 10 (ten) working days of the anniversary of the Memorandum of Understanding’s signing”. In the 2024 Finance Agreement the Parties evidently intended to adopt the same annual cycle on the basis of which their previous arrangements had operated. This is supported by the fact that the payment of £50 million made in April 2024 was made as the “Year 3” payment under the 2022 Finance Arrangement (which was still operative at that time), and was deemed by the Parties in the 2024 Finance Agreement to have been the “Year 1” payment under the 2024 Finance Agreement.²⁹⁸ It is not realistic to suggest that, despite the continuity between the 2022 Finance Arrangement and 2024 Finance Agreement, and the ongoing significance of 13 April for each annual cycle, that the Parties intended to measure the relevant “Years” from a different date that had no significance in relation to the term of their various agreements.
- (e) The only basis on which Rwanda could advance its argument in this regard is that the term “Year” is defined in Article 1.1(o) of the Asylum Partnership Agreement as “a full calendar year”,²⁹⁹ and that terms used in the Agreement

²⁹⁵ C-22, 2024 Finance Note, para. 5.1; C-19, Asylum Partnership Agreement, Article 23(1).

²⁹⁶ C-10, 2022 Finance Arrangement.

²⁹⁷ See para. 22 above.

²⁹⁸ See paras. 27(c), 42 above; C-22, 2024 Finance Note, para. 2.3.2.

²⁹⁹ C-19, Asylum Partnership Agreement, Article 1.1(o).

have the same meaning in the 2024 Finance Note.³⁰⁰ However, this definition does not mean that any reference to a “year” within the Agreement or the 2024 Finance Note must start on 1 January and end on 31 December. Instead, what is intended is that each period measured in an increment of one or more years will finish on the relevant anniversary of the start date. By way of example, in Annex A to the Agreement,³⁰¹ at para. 9.3.1 Rwanda undertakes to “ensure that each Relocated Individual is offered ... support ... until ... the end of the period of five continuous years from the date of their arrival in Rwanda”. It would make little sense to measure that five-year period from 1 January of the year in which an individual arrived in Rwanda; instead, it is far more logical to treat the period as expiring on the fifth anniversary of their arrival.

- (f) In the same way, Article 1(1)(i) of the Agreement defines the term “Month” as meaning “a calendar month”. However, that does not mean that every reference to a “month” in the Agreement commences on the first day of a given month. Rwanda concedes as much in these proceedings: the Agreement states that it shall cease to be in effect “3 (three) months from the date of notification [of termination]” by one Party to the other,³⁰² and the Parties agree that this means that the Agreement will cease to be in effect on 16 March 2026, three calendar months after the United Kingdom gave notification of termination on 16 December 2025.³⁰³

165. Thus, for the purposes of para. 2.3.2 of the 2024 Finance Note, “Year 3” would have started on 13 April 2026, after the Agreement will have ceased to be in effect. On the express terms of the 2024 Finance Agreement, the “Year 3” payment would be for a “subsequent year[]” and therefore would not need to be paid.³⁰⁴
166. However, even if that position were incorrect and (absent amendment of the 2024 Finance Agreement) “Year 3” would have started on 1 January 2026, that would not

³⁰⁰ C-22, 2024 Finance Note, para. 1.1.

³⁰¹ Definitions in Article 1 of the Agreement expressly apply to the Annexes to the Agreement: see C-19, Asylum Partnership Agreement, Article 1(1).

³⁰² C-19, Asylum Partnership Agreement, Article 23(5).

³⁰³ See Statement of Claim, paras. 75, 93(a).

³⁰⁴ C-22, 2024 Finance Note, para. 5.2.

change the fact that the United Kingdom is not required to make the “Year 3” ETIF payment. This is because:

- (a) As stated above, obligations to perform a treaty terminate when the treaty ceases to be in effect, absent any contrary provision within the treaty.³⁰⁵
- (b) The presumption is therefore that the United Kingdom is not bound to perform any obligations, including ETIF payment obligations, after the 2024 Finance Agreement ceases to be in effect unless the 2024 Finance Agreement indicates otherwise.
- (c) Even on the cumulative hypotheses that the Amendment Agreement had no legal effect *and* that “Year 3” commenced on 1 January 2026, the 2024 Finance Agreement does not provide that the United Kingdom is obliged to make the “Year 3” payment after the 2024 Finance Agreement ceases to be in effect. Specifically, while para. 5.2 of the 2024 Finance Note³⁰⁶ addresses certain consequences of the United Kingdom’s termination of the Agreement, it does not cover the present situation:
 - i. Paragraph 5.2 states that if termination “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”. This sentence has no application as the ETIF payment for “Year 3” has not been paid and the United Kingdom is not seeking to recover any money already paid.
 - ii. Paragraph 5.2 further states: “After cessation of the Agreement, no payments of the Economic Transformation and Integration Fund will be payable for subsequent years.” However, that deals with payments for “subsequent years” and says nothing about payments in the current year (which, on Rwanda’s characterisation, is the 2026 calendar year).

167. Rwanda advances an alternative argument that the United Kingdom is required to pay £10.4 million based on the “*pro rata*” approach set out in paragraph 5.3 of the 2024

³⁰⁵ See para. 162 above; VCLT, Article 70(1)(a).
³⁰⁶ C-22, 2024 Finance Note, para. 5.2.

Finance Note”.³⁰⁷ However, para. 5.3 applies only if the Agreement is terminated by Rwanda.³⁰⁸ It has no application given that the United Kingdom terminated the Agreement.

168. Accordingly, the United Kingdom is under no obligation to pay Rwanda £50 million, or any other sum, within 10 days of 13 April 2026.

IV. RWANDA’S CLAIM CONCERNING MAKING ARRANGEMENTS TO RESETTLE A PORTION OF RWANDA’S MOST VULNERABLE REFUGEES IN THE UNITED KINGDOM

169. Rwanda alleges that the United Kingdom has breached Article 19 of the Agreement.³⁰⁹ As indicated above, this provision states that:

“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.”

170. After addressing the content of the Parties’ obligations under Article 19 (sub-section A), the United Kingdom addresses below Rwanda’s allegations that the United Kingdom breached that provision (sub-section B). As demonstrated below, the United Kingdom did not violate Article 19 and Rwanda’s claim in this regard should be dismissed.

A. The Parties’ obligations under Article 19

171. There are several relevant aspects of Article 19.
172. **First**, the duty in Article 19 to “make arrangements” is imposed on “[t]he Parties” jointly. This results from the terms of Article 19 (referring to “[t]he Parties” jointly) as well as the approach of the ICJ in relation to obligations in other treaties. For example, in *Pulp Mills*, the relevant provision stated that “[t]he parties shall coordinate ... the necessary measures” to avoid certain harmful environmental effects. The Court stated

³⁰⁷ Statement of Claim, para. 93(e).

³⁰⁸ C-22, 2024 Finance Note, para. 5.3 (“The United Kingdom reserves the right to request reimbursement pro rata (monthly) in respect of the Economic Transformation and Integration Funds in the year in which Rwanda seeks the cessation of the Agreement”).

³⁰⁹ Notice of Arbitration, paras. 35–36; Statement of Claim, paras. 105–107.

that this obligation was “addressed to both Parties”, that “compliance with this obligation cannot be expected to come through the individual action of either Party, acting on its own”, and that its “implementation requires co-ordination”.³¹⁰

173. A duty to “make arrangements”, like the duty in *Pulp Mills*, is an obligation that a party to a treaty cannot discharge alone. This point has also been made in the context of the obligation to negotiate in good faith with a view to achieving nuclear disarmament.³¹¹ As Judge Crawford stated in that context, “one cannot negotiate alone”.³¹²
174. It follows from the joint nature of the obligation that the mere fact that negotiations have not culminated in the intended outcome — in this case, the making of arrangements to resettle a portion of Rwanda’s most vulnerable refugees — does not engage either State’s international responsibility.
175. Accordingly, neither Party would be in breach of Article 19 solely on the basis that arrangements have not been made. As set out further below, a breach would instead need to be based on a Party’s conduct in frustrating negotiations on which the other Party sought to embark.
176. **Second**, Article 19 does not refer to any time limit within which the Parties are required to discharge their obligation to “make arrangements” to resettle. As a result, there is no such time limit. This conclusion accords with the approach of international courts and tribunals in previous cases. For example:
- (a) In *Somalia v. Kenya*, in relation to an obligation to negotiate contained in the sixth paragraph of a memorandum of understanding between the parties, the Court found that there was “no temporal restriction contained in the sixth

³¹⁰ **CLA-11**, *Pulp Mills on the River Uruguay (Argentina v. Uruguay)*, Judgment, ICJ Reports 2010, p. 14 at pp. 76–77, paras. 183–184, 187.

³¹¹ See **RLA-24**, *Obligations Concerning Negotiations relating to Cessation of the Nuclear Arms Race and to Nuclear Disarmament (Marshall Islands v. United Kingdom)*, Preliminary Objections, Judgment, ICJ Reports 2016, p. 833 at p. 898, para. 38 (Separate Opinion of Judge Tomka) (“the compliance of one nuclear power with ... any obligation to negotiate in good faith, invites consideration of the position taken by all other nuclear powers in relation to the same obligations which are or may be binding on them”, because “[i]t is only with an understanding of the positions taken by other States that the Court can stand on safe ground in considering the conduct of any one State alone, which necessarily is influenced by the positions of those other States”).

³¹² **RLA-25**, *Obligations Concerning Negotiations relating to Cessation of the Nuclear Arms Race and to Nuclear Disarmament (Marshall Islands v. United Kingdom)*, Preliminary Objections, Judgment, ICJ Reports 2016, p. 833 at p. 1107, para. 33 (Dissenting Opinion of Judge Crawford).

paragraph on fulfilling this obligation to negotiate”, and thus “[t]he Parties could have reached an agreement on their maritime boundary at any time by mutual consent”.³¹³

- (b) In *Application of the Interim Accord of 13 September 1995*, the parties had assumed an obligation “to continue negotiations under the auspices of the Secretary-General of the United Nations pursuant to Security Council resolution 845 (1993) with a view to reaching agreement on the difference described in that resolution and in Security Council resolution 817 (1993)”.³¹⁴ The Court held that “the failure of the Parties to reach agreement, 16 years after the conclusion of the Interim Accord, does not itself establish that either Party has breached its obligation to negotiate in good faith” and that instead the Court was required to assess whether the parties’ conduct was compatible with meaningful negotiations.³¹⁵
- (c) In the arbitration concerning the *Tacna-Arica question* between Chile and Peru, the relevant treaty stated that, following the expiry of a period of ten years after the treaty was concluded, a plebiscite would be held to determine whether contested territory would form part of Chile or Peru. The manner in which the plebiscite would be conducted was to be set out in a special protocol which the parties had not yet agreed. The tribunal noted that the treaty had “fixed no period within which the plebiscite must be taken” and that “no time was fixed within which the special protocol for the plebiscite was to be negotiated”. As a result, the tribunal held that the duty to conclude the special protocol “was left without prescribed limit of time”.³¹⁶

177. It follows that, in the present case, the fact that arrangements to resettle a portion of Rwanda’s most vulnerable refugees had not been made by any particular point in time

³¹³ **CLA-6**, *Maritime Delimitation in the Indian Ocean (Somalia v. Kenya)*, Preliminary Objections, Judgment, ICJ Reports 2017, p. 3 at p. 39, para. 95.

³¹⁴ **CLA-10**, *Application of the Interim Accord of 13 September 1995 (The Former Yugoslav Republic of Macedonia v. Greece)*, Judgment, ICJ Reports 2011, p. 644 at p. 683, para. 127.

³¹⁵ **CLA-10**, *Application of the Interim Accord of 13 September 1995 (The Former Yugoslav Republic of Macedonia v. Greece)*, Judgment, ICJ Reports 2011, p. 644 at p. 685, para. 134.

³¹⁶ **CLA-12**, *Tacna-Arica question (Chile, Peru)*, Award, 4 March 1925, II RIAA, p. 926 at p. 928.

could not, taken alone, be evidence of a breach of the obligation in Article 19 by either or both of the Parties.

178. **Third**, as Rwanda has acknowledged,³¹⁷ Article 19 did not impose on the Parties an obligation to reach agreement on relevant arrangements, but instead contained an obligation to negotiate in good faith with a view to reaching such agreement. This characterisation of Article 19 is consistent with firmly settled international jurisprudence as to the content of obligations to negotiate.³¹⁸
179. Rwanda refers to the *Nuclear Weapons* advisory opinion in which the Court stated that, in the context of Article VI of the Treaty on the Non-Proliferation of Nuclear Weapons, States parties had assumed “an obligation to achieve a precise result — nuclear disarmament in all its aspects — by adopting a particular course of conduct, namely, the pursuit of negotiations on the matter in good faith”.³¹⁹ Having cited that passage, Rwanda states that, under Article 19 of the Agreement, Rwanda and the United Kingdom “were obliged to negotiate in good faith to achieve a particular result”, that result being “the establishment of arrangements concerning the resettlement of ‘a portion of Rwanda’s most vulnerable refugees in the [UK]’”.³²⁰ The United Kingdom agrees with Rwanda that, in the present case, Article 19 requires the Parties to negotiate in good faith with a view to achieving the intended result of making arrangements to resettle a portion of Rwanda’s most vulnerable refugees in the United Kingdom.

³¹⁷ Statement of Claim, paras. 95(c), 99(a).

³¹⁸ See, e.g., **RLA-1**, *Railway Traffic between Lithuania and Poland (Railway Sector Landwarów-Kaikiadorys)*, Advisory Opinion, 1931, PCIJ Series A/B, No. 42, p. 108 at p. 116; **CLA-9**, *North Sea Continental Shelf (Federal Republic of Germany/Denmark)*, Judgment, ICJ Reports 1969, p. 3 at pp. 47–48, paras. 85(a), 87; **RLA-13**, *Land and Maritime Boundary between Cameroon and Nigeria (Cameroon v. Nigeria: Equatorial Guinea intervening)*, Judgment, ICJ Reports 2002, p. 303 at p. 424, para. 244; **CLA-11**, *Pulp Mills on the River Uruguay (Argentina v. Uruguay)*, Judgment, ICJ Reports 2010, p. 14 at p. 68, para. 150; **RLA-19**, *Application of the International Convention on the Elimination of All Forms of Racial Discrimination (Georgia v. Russian Federation)*, Preliminary Objections, Judgment, ICJ Reports 2011, p. 70 at p. 132–133, para. 158; **CLA-10**, *Application of the Interim Accord of 13 September 1995 (The Former Yugoslav Republic of Macedonia v. Greece)*, Judgment, ICJ Reports 2011, p. 644 at p. 685, para. 132; **CLA-6**, *Maritime Delimitation in the Indian Ocean (Somalia v. Kenya)*, Preliminary Objections, Judgment, ICJ Reports 2017, p. 3 at pp. 37, 39, paras. 90, 95; **CLA-4**, *Obligation to Negotiate Access to the Pacific Ocean (Bolivia v. Chile)*, Merits, Judgment, ICJ Reports 2018, p. 507 at p. 538, para. 86; **RLA-30**, *Dispute Concerning Delimitation of the Maritime Boundary between Mauritius and Maldives in the Indian Ocean (Mauritius/Maldives)*, ITLOS Case No. 28, Preliminary Objections, Judgment, 28 January 2021, para. 273.

³¹⁹ **CLA-13**, *Legality of the Threat or Use of Nuclear Weapons*, Advisory Opinion, ICJ Reports 1996 (I), p. 226 at pp. 263–264, para. 99. See Statement of Claim, para. 95(c).

³²⁰ Statement of Claim, para. 99(a) (*italics in original*).

However, the Parties agree that Article 19 did not oblige the Parties actually to reach an agreement.³²¹

180. There are numerous international decisions identifying types of conduct that will amount to a violation of an obligation to negotiate in good faith. In particular:

- (a) As established by the ICJ in the *North Sea Continental Shelf* cases and repeated frequently subsequently, a party which is subject to an obligation to negotiate must not “insist[] upon its own position without contemplating any modification of it”.³²²
- (b) The Court held in *Pulp Mills* that a State is not entitled to take unilateral action that would defeat the purpose of negotiations while it remains under an obligation to negotiate.³²³
- (c) In the arbitration concerning the *Tacna-Arica question*, the tribunal determined that a breach of the duty to agree the terms of a special protocol would be established if there had been “a wilful refusal of either Party” to negotiate in good faith.³²⁴ It proceeded to articulate the following limits on the duties of each party:

“But, as the Parties did not in the treaty prescribe the conditions of the plebiscite and left these to be the subject of a future agreement, it is manifest that with respect to the negotiations looking to such an agreement they retained the rights of sovereign States acting in good faith. Neither Party waived the right to propose conditions which it deemed to be reasonable and appropriate to the holding of the plebiscite, or to oppose conditions proposed by the other Party which it deemed to be inadvisable. The agreement to make a special protocol with undefined terms, did not mean that either Party was bound to make an agreement unsatisfactory to itself provided it did not act in bad faith.”³²⁵

³²¹ Statement of Claim, para. 95(c). See also para. 178 above.

³²² **CLA-9**, *North Sea Continental Shelf (Federal Republic of Germany/Denmark)*, Judgment, ICJ Reports 1969, p. 3 at p. 47, para. 85(a). This principle has been repeatedly affirmed: see, e.g., **CLA-4**, *Obligation to Negotiate Access to the Pacific Ocean (Bolivia v. Chile)*, Merits, Judgment, ICJ Reports 2018, p. 507 at p. 538, para. 86; **RLA-10**, *Gabčíkovo-Nagymaros Project (Hungary/Slovakia)*, Judgment, ICJ Reports 1997, p. 7 at p. 78, para. 141.

³²³ **CLA-11**, *Pulp Mills on the River Uruguay (Argentina v. Uruguay)*, Judgment, ICJ Reports 2010, p. 14 at pp. 66–67, paras. 143, 144, 147.

³²⁴ **CLA-12**, *Tacna-Arica question (Chile, Peru)*, Award, 4 March 1925, II RIAA, p. 926 at p. 929.

³²⁵ **CLA-12**, *Tacna-Arica question (Chile, Peru)*, Award, 4 March 1925, II RIAA, p. 926 at p. 929.

Accordingly, the tribunal held that establishing a breach required “something more ... than the failure of particular negotiations”, stating:

“There must be found an intent to frustrate the carrying out of the provisions of Article 3 with respect to the plebiscite; that is, not simply the refusal of a particular agreement proposed thereunder, because of its terms, but the purpose to prevent any reasonable agreement for a plebiscite. ... [I]t is plain that such a purpose should not be lightly imputed. Undoubtedly, the required proof may be supplied by circumstantial evidence, but ... [a] finding of the existence of bad faith should be supported not by disputable inferences but by clear and convincing evidence which compels such a conclusion.”³²⁶

- (d) The ICJ relied on this decision, and repeated much of the passage quoted above, in *Application of the Interim Accord of 13 September 1995*.³²⁷ The Court further held that States may breach an obligation to negotiate in good faith “where they obstruct negotiations, for example, by interrupting communications or causing delays in an unjustified manner or by disregarding the procedures agreed upon”.³²⁸
- (e) To the same effect, the tribunal in *Barbados v. Trinidad and Tobago* held (citing the award in the *Lake Lanoux* arbitration) that a State will breach an obligation to negotiate “in the event, for example, of an unjustified breaking off of the discussions, abnormal delays, disregard of the agreed procedures, systematic refusal to take into consideration adverse proposals or interests, and, more generally, in cases of the violation of the rules of good faith”.³²⁹

181. **Fourth**, in determining whether either Party breached its obligation under Article 19 by obstructing negotiations, it will be relevant to ascertain whether the other Party had sought in the first place to engage in negotiations regarding resettlement of a portion of Rwanda’s most vulnerable refugees in the United Kingdom. A Party will have sought to “make arrangements” pursuant to Article 19 if it made genuine efforts to advance

³²⁶ **CLA-12**, *Tacna-Arica question (Chile, Peru)*, Award, 4 March 1925, II RIAA, p. 926 at p. 930.

³²⁷ **CLA-10**, *Application of the Interim Accord of 13 September 1995 (The Former Yugoslav Republic of Macedonia v. Greece)*, Judgment, ICJ Reports 2011, p. 644 at p. 685, para. 132.

³²⁸ **CLA-10**, *Application of the Interim Accord of 13 September 1995 (The Former Yugoslav Republic of Macedonia v. Greece)*, Judgment, ICJ Reports 2011, p. 644 at p. 685, para. 132.

³²⁹ See **RLA-16**, *Barbados v. Trinidad and Tobago*, Award, 11 April 2006, XXVII RIAA, p. 147 at p. 227, para. 292, footnote 28, citing **RLA-3**, *Lake Lanoux Arbitration (France v. Spain)*, Award, 16 November 1957, 24 ILR, p. 101 at pp. 127–128, para. 11.

discussions on the relevant subject matter. It is well established in international jurisprudence that “negotiations are distinct from mere protests or disputations”.³³⁰ As the Court explained in *Georgia v. Russian Federation*:

“Negotiations entail more than the plain opposition of legal views or interests between two parties, or the existence of a series of accusations and rebuttals, or even the exchange of claims and directly opposed counter-claims. As such, the concept of ‘negotiations’ differs from the concept of ‘dispute’, and requires — at the very least — a genuine attempt by one of the disputing parties to engage in discussions with the other disputing party, with a view to resolving the dispute.”³³¹

182. This formulation has since been affirmed by the ICJ,³³² which has emphasised that “[w]hether negotiations have taken place ... depends on the facts and circumstances of each particular case”.³³³
183. **Fifth**, Article 19 imposed an obligation to negotiate to *make* arrangements, but it did not contain any additional obligation to perform any arrangements which may be made. Any obligation of performance would have been a matter to be determined pursuant to the terms of any arrangements into which the Parties entered.³³⁴ However, no arrangements were ever made under Article 19. Rwanda is thus wrong to allege that Article 19 “required the [United Kingdom] to resettle ... refugees in the manner agreed in the Parties’ arrangements”.³³⁵ Rwanda is, however, correct not to allege any failure to perform arrangements made under Article 19, because none were made.

³³⁰ **RLA-19**, *Application of the International Convention on the Elimination of All Forms of Racial Discrimination (Georgia v. Russian Federation)*, Preliminary Objections, Judgment, ICJ Reports 2011, p. 70 at p. 132, para. 157. See also **RLA-15**, *Armed Activities on the Territory of the Congo (New Application: 2002) (Democratic Republic of the Congo v. Rwanda)*, Jurisdiction and Admissibility, Judgment, ICJ Reports 2006, p. 6 at pp. 40–41, para. 91.

³³¹ **RLA-19**, *Application of the International Convention on the Elimination of All Forms of Racial Discrimination (Georgia v. Russian Federation)*, Preliminary Objections, Judgment, ICJ Reports 2011, p. 70 at p. 132, para. 157.

³³² See, e.g., **RLA-28**, *Application of the International Convention for the Suppression of the Financing of Terrorism and of the International Convention on the Elimination of All Forms of Racial Discrimination (Ukraine v. Russian Federation)*, Preliminary Objections, Judgment, ICJ Reports 2019, p. 558 at pp. 601–602, para. 116; **RLA-33**, *Application of the International Convention on the Elimination of All Forms of Racial Discrimination (Armenia v. Azerbaijan)*, Preliminary Objections, Judgment, ICJ, General List No. 180, 12 November 2024, para. 51.

³³³ **RLA-33**, *Application of the International Convention on the Elimination of All Forms of Racial Discrimination (Armenia v. Azerbaijan)*, Preliminary Objections, Judgment, 12 November 2024, para. 53.

³³⁴ Regarding the same point in relation to Article 18 of the Agreement, see paras. 105–108 above.

³³⁵ Statement of Claim, para. 99(b).

B. *The alleged breaches of Article 19*

184. Rwanda notes that “[n]o arrangements have been made” under Article 19. However, rightly, Rwanda does not contend that this fact in itself gives rise to a breach of Article 19 by the United Kingdom. This is reinforced by the following matters which have been addressed in more detail above:

- (a) The duty to make arrangements in Article 19 is borne by the Parties jointly.³³⁶ It follows that the fact that arrangements have not been made does not, in itself, mean that either Party is in breach of Article 19.
- (b) In any event, the duty in Article 19 concerns negotiations in good faith with a view to reaching agreement, rather than a duty to reach agreement.³³⁷ Again, it follows that the mere fact that the Parties have not reached agreement on arrangements to resettle refugees does not mean that either of them has violated its obligations, or indeed that both of them have.
- (c) Further, there is no temporal limit within which the Parties are required to have reached agreement.³³⁸ The fact that they had not done so by any particular date does not give rise to a breach of Article 19.

185. Instead, Rwanda’s case is that the fact that “no arrangements have been established” is the “result” of the United Kingdom’s conduct in violation of Article 19.³³⁹ It alleges that the United Kingdom has breached Article 19 on the following grounds:

- (a) The United Kingdom has adopted a position is that it is “under no obligation to accept any refugee”,³⁴⁰
- (b) The United Kingdom “is not ... prepared to enter into meaningful discussions about such arrangements”,³⁴¹ and “has refused to enter into negotiations with Rwanda” on this issue³⁴²; and

³³⁶ See paras. 172–175 above.

³³⁷ See paras. 178–179 above.

³³⁸ See paras. 176–177 above.

³³⁹ Statement of Claim, para. 2(c).

³⁴⁰ Notice of Arbitration, para. 36. See also Statement of Claim, para. 106(b).

³⁴¹ Notice of Arbitration, para. 35.

³⁴² Statement of Claim, para. 2(c). See also paras. 106(a)–(b), 107.

- (c) The United Kingdom “does not appear to accept that it is under a binding legal obligation to agree to arrangements to resettle any refugees from Rwanda”,³⁴³ and has adopted a position “that it is under no obligation to enter into any discussion” on this topic.³⁴⁴

186. These allegations are addressed in turn below.

187. **First**, as to the allegation that the United Kingdom does not accept that it is under an obligation to resettle refugees,³⁴⁵ it is correct that this has been the United Kingdom’s consistent position. In its letter of 1 April 2025 (responding to Rwanda’s letter commencing the dispute settlement process through the Joint Committee³⁴⁶), the United Kingdom stated:

“With regard to Article 19 of the Agreement, which provides that ‘the Parties shall make arrangements for the United Kingdom to resettle a portion of Rwanda’s most vulnerable refugees in the United Kingdom’, the UK’s position is that this 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.”³⁴⁷

188. The United Kingdom’s position in that letter, which remains its position, is an accurate statement of its legal obligations. Article 19 imposes on the Parties an obligation to “make arrangements” to resettle a portion of Rwanda’s most vulnerable refugees in the United Kingdom. However, unless and until such “arrangements” were made, there was no obligation to effect such resettlement. Indeed, in the section of its Statement of Claim in which it addresses the United Kingdom’s obligations under Article 19, Rwanda does not contend that the United Kingdom has at any time been under a duty to accept any refugees from Rwanda in the absence of arrangements concerning their resettlement. Thus, the United Kingdom has not, by adopting this legally accurate position, breached Article 19.

³⁴³ Notice of Arbitration, para. 35.

³⁴⁴ Notice of Arbitration, para. 36.

³⁴⁵ Notice of Arbitration, para. 36; Statement of Claim, para. 106(b).

³⁴⁶ C-33, Letter from Ms Clementine Mukeka to Mr Daniel Hobbs (24 March 2025).

³⁴⁷ C-34, Letter from Mr Daniel Hobbs to Ms Clementine Mukeka (1 April 2025).

189. Rwanda ignores the context in which the United Kingdom framed its letter of 1 April 2025 in the terms it did. At that time, the accusation which Rwanda had levelled against the United Kingdom in its letter of 24 March 2025 was as follows:

“Under Article 23^[348] of the Agreement, the UK is legally bound to resettle a portion of the most at-risk refugees from Rwanda in recognition of the shared responsibility to provide international protection. ... [T]he UK has failed to take any concrete action to fulfill its obligations under the Agreement.”³⁴⁹

190. Thus, Rwanda’s position at that time was that the United Kingdom was “bound to resettle” a portion of Rwanda’s most vulnerable refugees. It was in this context that the United Kingdom’s response consisted of a denial of an obligation to resettle refugees in the absence of any arrangements concerning resettlement having been made between the Parties.

191. **Second**, it is not correct that the United Kingdom has “refused” or was “not ... prepared” to enter into negotiations with a view to making arrangements under Article 19.

192. The only evidence that Rwanda has cited in support of its allegation in this regard are the letters exchanged between the Parties on 24 March 2025 (from Rwanda)³⁵⁰ and 1 April 2025 (from the United Kingdom).³⁵¹ Rwanda does not claim ever to have sought to engage in discussions pursuant to Article 19 prior to or since sending its letter of 24 March 2025 in which it initiated the dispute settlement procedures under Article 22 of the Agreement. This is despite the fact that the Parties agreed as long ago as May 2022 (in the MoU) that they would make arrangements in this regard.³⁵²

193. Rwanda’s argument is unsustainable given the terms of its letter of 24 March 2025.³⁵³ This is for several reasons.

(a) As explained above,³⁵⁴ in order to establish that it has sought to embark on negotiations, a State must demonstrate that it has made “a genuine attempt ...

³⁴⁸ This was plainly intended to be a reference to Article 19 of the Agreement.

³⁴⁹ C-33, Letter from Ms Clementine Mukeka to Mr Daniel Hobbs (24 March 2025).

³⁵⁰ C-33, Letter from Ms Clementine Mukeka to Mr Daniel Hobbs (24 March 2025).

³⁵¹ C-34, Letter from Mr Daniel Hobbs to Ms Clementine Mukeka (1 April 2025).

³⁵² C-9, MoU, para. 16.1.

³⁵³ C-33, Letter from Ms Clementine Mukeka to Mr Daniel Hobbs (24 March 2025).

³⁵⁴ See paras. 181–182 above.

to engage in discussions” with the other party.³⁵⁵ It is not sufficient that the State has engaged in “protests”, has levelled “accusations”, or has engaged in exchanges which could be said to give rise to a “dispute”.³⁵⁶

- (b) Rwanda’s letter of 24 March 2025 was not an effort to engage in negotiations with the United Kingdom regarding resettlement. In that letter, Rwanda accused the United Kingdom of having breached Article 19 by virtue of not having resettled any refugees from Rwanda (an accusation that was plainly ill-founded, as explained above). It levelled this accusation not in the context of genuinely seeking to negotiate any resettlement arrangements, but instead in the context of commencing dispute settlement procedures under Article 22 of the Agreement. In light of the jurisprudence on what is required for negotiations, this was not a genuine attempt to negotiate.
- (c) This analysis is not changed by the fact that, in its letter, Rwanda stated that it “demands that the Joint Committee urgently finalize arrangements for the resettlement of these refugees in the UK”.³⁵⁷ Article 22(1) of the Agreement indicates that, “[i]n the event of a dispute arising out of or in relation to this Agreement”, the purpose of convening a meeting of the Joint Committee is “to discuss and seek resolution to the dispute by consultation”. Rwanda’s letter had alleged that the United Kingdom had already breached Article 19 by failing to resettle any refugees and it referred that dispute to the Joint Committee. In that context, the Joint Committee’s function was to facilitate a discussion and attempted resolution of a dispute based on that allegation. The Joint Committee did not, as part of the dispute settlement procedures, have the power to “finalize” arrangements for any such resettlement, still less make them from scratch as would have been required. Even outside of the dispute settlement context, the Joint Committee did not have the power to “finalize” arrangements

³⁵⁵ **RLA-19**, *Application of the International Convention on the Elimination of All Forms of Racial Discrimination (Georgia v. Russian Federation)*, Preliminary Objections, Judgment, ICJ Reports 2011, p. 70 at p. 132, para. 157.

³⁵⁶ **RLA-19**, *Application of the International Convention on the Elimination of All Forms of Racial Discrimination (Georgia v. Russian Federation)*, Preliminary Objections, Judgment, ICJ Reports 2011, p. 70 at p. 132, para. 157; **RLA-15**, *Armed Activities on the Territory of the Congo (New Application: 2002) (Democratic Republic of the Congo v. Rwanda)*, Jurisdiction and Admissibility, Judgment, ICJ Reports 2006, p. 6 at pp. 40–41, para. 91.

³⁵⁷ **C-33**, Letter from Ms Clementine Mukeka to Mr Daniel Hobbs (24 March 2025).

of any sort under the Agreement. Its role included making “non-binding recommendations” in respect of “the application and implementation” of the Agreement and “resolv[ing] issues of a technical or administrative character”.³⁵⁸ The “demand” to the Joint Committee contained in Rwanda’s letter cannot in those circumstances be characterised as a genuine attempt to negotiate.

194. Accordingly, Rwanda has not established that it has at any point sought in good faith to engage in negotiations with a view to making arrangements to resettle a portion of Rwanda’s most vulnerable refugees in the United Kingdom. The United Kingdom cannot have obstructed negotiations that Rwanda has never sought to commence.
195. Further, the United Kingdom’s letter of 1 April 2025 does not establish that the United Kingdom refused to engage in negotiations pursuant to Article 19.
- (a) Rwanda notes that the United Kingdom’s letter “stated that Article 19 placed no binding legal obligation on the UK to resettle refugees from Rwanda, as no arrangements had been made”.³⁵⁹ As explained above,³⁶⁰ the United Kingdom’s position as stated in its letter (and maintained in this Statement of Defence) is an accurate statement of the correct legal position, and further was responsive to the only accusation which Rwanda had raised against it at that time, which did not concern negotiations with a view to making arrangements for resettlement.
- (b) Rwanda alleges that the United Kingdom “did not accede to Rwanda’s request to make arrangements under Article 19”.³⁶¹ As also explained above, Rwanda’s letter of 24 March 2025 cannot properly be construed as a genuine attempt to negotiate or a “request to make arrangements”. It consisted of an ill-founded accusation that the United Kingdom had breached Article 19 and a “demand[]” that the Joint Committee exercise a power to “finalize arrangements” in circumstances where there had been no discussions on arrangements such that

³⁵⁸ C-19, Asylum Partnership Agreement, Article 16(2); R-11, “Joint Committee: terms of reference (TOR)” (updated 1 July 2024), available at <https://www.gov.uk/government/publications/joint-committee-migration-and-economic-development-partnership/joint-committee-terms-of-reference-tor>.

³⁵⁹ Statement of Claim, para. 106(b).

³⁶⁰ See paras. 187–190 above.

³⁶¹ Statement of Claim, para. 106(b).

there was nothing that could be “finalized”, and the Joint Committee anyway had no such power in respect of a dispute that had been referred to it. In the context of the dispute settlement procedures in Article 22 of the Agreement, the United Kingdom was entitled simply to deny the alleged breach. Its conduct in doing so did not signal an unwillingness to negotiate under Article 19.

- (c) Rwanda states, finally, that “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”.³⁶² However, Rwanda has provided no basis for the inference which it invites the Tribunal to draw, despite the fact that a finding of bad faith in this regard must be “supported not by disputable inferences but by clear and convincing evidence which compels such a conclusion”.³⁶³ The United Kingdom reminding Rwanda that it did not intend to carry out further removals of individuals from the United Kingdom to Rwanda cannot support the assertion that the United Kingdom was unwilling to engage in negotiations pursuant to Article 19, if Rwanda ever genuinely sought to pursue them.

196. The United Kingdom recalls, as set out above,³⁶⁴ the types of conduct that can amount to a violation of the obligation to negotiate. They include a State “insist[ing] upon its own position without contemplating any modification of it,”³⁶⁵ taking unilateral action that would defeat the purpose of negotiations,³⁶⁶ expressing a “wilful refusal” to negotiate or “an intent to frustrate” negotiations,³⁶⁷ or engaging in a “systematic refusal to take into consideration adverse proposals or interests”.³⁶⁸ The United Kingdom’s

³⁶² Statement of Claim, para. 106(b).

³⁶³ **CLA-12**, *Tacna-Arica question (Chile, Peru)*, Award, 4 March 1925, II RIAA, p. 926 at p. 930.

³⁶⁴ See para. 180 above.

³⁶⁵ **CLA-9**, *North Sea Continental Shelf (Federal Republic of Germany/Denmark)*, Judgment, ICJ Reports 1969, p. 3 at p. 47, para. 85(a). This principle has been repeatedly affirmed: see, e.g., **CLA-4**, *Obligation to Negotiate Access to the Pacific Ocean (Bolivia v. Chile)*, Merits, Judgment, ICJ Reports 2018, p. 507 at p. 538, para. 86; **RLA-10**, *Gabčíkovo-Nagymaros Project (Hungary/Slovakia)*, Judgment, ICJ Reports 1997, p. 7 at p. 78, para. 141.

³⁶⁶ **CLA-11**, *Pulp Mills on the River Uruguay (Argentina v. Uruguay)*, Judgment, ICJ Reports 2010, p. 14 at pp. 66–67, paras. 143, 144, 147.

³⁶⁷ **CLA-10**, *Application of the Interim Accord of 13 September 1995 (The Former Yugoslav Republic of Macedonia v. Greece)*, Judgment, ICJ Reports 2011, p. 644 at p. 685, para. 132; **CLA-12**, *Tacna-Arica question (Chile, Peru)*, Award, 4 March 1925, II RIAA, p. 926 at p. 929.

³⁶⁸ See **RLA-16**, *Barbados v. Trinidad and Tobago*, Award, 11 April 2006, XXVII RIAA, p. 147 at p. 227, para. 292, footnote 28, citing **RLA-3**, *Lake Lanoux Arbitration (France v. Spain)*, Award, 16 November 1957, 24 ILR, p. 101 at pp. 127–28, para. 11. See also **CLA-10**, *Application of the Interim Accord of 13*

letter of 1 April 2025 — the only evidence to which Rwanda refers to contend that the United Kingdom “refused” to negotiate pursuant to Article 19 — bears no resemblance to these forms of conduct. It remained open to either Party to seek to commence negotiations following the United Kingdom’s letter.

197. **Third**, Rwanda is also incorrect in stating that the United Kingdom has adopted a position that it is not under an obligation to enter into negotiations pursuant to Article 19. The United Kingdom has never denied that the Parties are under a joint obligation to make arrangements under Article 19 (although that obligation will self-evidently come to an end when the termination of the Agreement comes into effect on 16 March 2026). Rwanda has presented no evidence of any alleged denial by the United Kingdom of its obligation in this regard. The only evidence to which Rwanda refers (the 1 April 2025 letter) is said to demonstrate that the United Kingdom refused to enter into negotiations as a matter of fact (although, as demonstrated above, the evidence does not support that allegation either).

198. For the reasons set out above, the United Kingdom has not breached Article 19 of the Agreement.

V. RELIEF SOUGHT BY RWANDA

199. In light of the analysis in sections III and IV above, each of Rwanda’s claims should be dismissed. Rwanda is not entitled to any of the forms of relief it seeks,³⁶⁹ which are addressed in turn below.

A. Relief sought in respect of claims concerning financial arrangements

200. Rwanda seeks declarations that:

- (a) £50 million for “Year 2” of the ETIF remains due and payable under the 2024 Finance Agreement;

September 1995 (The Former Yugoslav Republic of Macedonia v. Greece), Judgment, ICJ Reports 2011, p. 644 at p. 685, para. 132.

³⁶⁹ The relief which Rwanda seeks is set out in Notice of Arbitration, para. 47 and Statement of Claim, paras. 109–111. At Statement of Claim, para. 110(f), Rwanda “invites the UK to make a special contribution to the UNHCR’s programme in Rwanda”. As no formal relief is sought in this regard, the United Kingdom does not comment on this.

- (b) The United Kingdom is in breach of para. 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) The United Kingdom is obliged to make payment for “Year 3” in the amount of £50 million (alternatively, adjusted *pro rata* to reflect the Agreement’s termination on 16 March 2026); and
 - (d) The United Kingdom is in breach of Article 18 of the Agreement.³⁷⁰
201. For the reasons set out in section III above, the United Kingdom has not breached Article 18 of the Agreement or para. 2.3.2 of the 2024 Finance Agreement, and nor is it obliged to make the “Year 2” or “Year 3” ETIF payments under the 2024 Finance Agreement (whether fully or on a *pro rata* basis). These declarations should therefore not be granted.
202. It follows that the Tribunal should also reject Rwanda’s request for an order that the United Kingdom pay any sums to Rwanda.³⁷¹
- B. Relief sought in respect of claim concerning making arrangements to resettle a portion of Rwanda’s most vulnerable refugees in the United Kingdom***
203. Rwanda seeks a declaration that the United Kingdom has breached Article 19 of the Agreement.³⁷² For the reasons set out in section IV above, the United Kingdom has not breached Article 19. Accordingly, this declaration should not be granted.
204. It follows from the absence of any breach of Article 19 that Rwanda’s request that the Tribunal order the United Kingdom to make reparations for the alleged breach of Article 19³⁷³ should also be refused. However, even if the Tribunal were to find that the United Kingdom had breached Article 19, those requests for relief would still fall to be dismissed.
205. In its Notice of Arbitration, Rwanda invited the Tribunal to order the United Kingdom “to commence good faith negotiation of the arrangements envisaged by Article 19

³⁷⁰ Notice of Arbitration, para. 47(a)–(b); Statement of Claim, paras. 109(a)–(b), 111(a)–(d).

³⁷¹ Notice of Arbitration, para. 47(d); Statement of Claim, paras. 109(c), 111(e).

³⁷² Notice of Arbitration, para. 47(e); Statement of Claim, para. 111(f).

³⁷³ Notice of Arbitration, para. 47(f)–(g); Statement of Claim, para. 111(g).

within 14 days of the conclusion of this arbitration”.³⁷⁴ In its Statement of Claim, it rightly withdrew that request, recognising that it was inapposite given that the Agreement will cease to be in effect before the Award is issued.³⁷⁵

206. However, Rwanda maintains its request for an award of compensation, which it has quantified in its Statement of Claim as being a claim for £6 million.³⁷⁶ The Tribunal should not grant this relief.
207. The United Kingdom agrees with Rwanda that the purpose of reparations is to “wipe out all the consequences of the illegal act and reestablish the situation which would, in all probability, have existed if that act had not been committed”.³⁷⁷ Where compensation is sought, an international court or tribunal must ascertain “whether there is a sufficiently direct and certain causal nexus between the wrongful act ... and the injury suffered by the Applicant”.³⁷⁸ The precise scale of the material damage caused may be approximated where there is uncertainty in that regard,³⁷⁹ but that does not displace the fundamental requirement of establishing a causal nexus. The ICJ has stated that the approximation technique can be employed “where the evidence *leaves no doubt that an internationally wrongful act has caused a substantiated injury*, but does not allow a precise evaluation of the extent or scale of such injury”.³⁸⁰ In any event, damages “may not be determined by mere speculation or guess”.³⁸¹
208. Where it has previously found an internationally wrongful act consisting of a breach of a duty to negotiate, the Court has expressly refrained from awarding compensation. In *Pulp Mills*, the Court found that Uruguay breached various procedural obligations

³⁷⁴ Notice of Arbitration, para. 47(f).

³⁷⁵ Statement of Claim, para. 110(a).

³⁷⁶ Notice of Arbitration, para. 47(g); Statement of Claim, paras. 110(b)–(d), 111(g).

³⁷⁷ Statement of Claim, para. 108(a); **CLA-15**, *Case Concerning the Factory at Chorzów*, Claim for Indemnity, Merits, PCIJ Series A, No. 17 at p. 48. See also, e.g., **RLA-10**, *Gabčíkovo-Nagymaros Project (Hungary/Slovakia)*, Judgment, ICJ Reports 1997, p. 7 at p. 80, para. 149.

³⁷⁸ **RLA-27**, *Certain Activities Carried Out by Nicaragua in the Border Area (Costa Rica v. Nicaragua)*, Compensation, Judgment, ICJ Reports 2018, p. 15 at p. 26, para. 32.

³⁷⁹ **RLA-27**, *Certain Activities Carried Out by Nicaragua in the Border Area (Costa Rica v. Nicaragua)*, Compensation, Judgment, ICJ Reports 2018, p. 15 at pp. 26–27, para. 35; **CLA-17**, *Armed Activities on the Territory of the Congo (Democratic Republic of the Congo v. Uganda)*, Reparations, Judgment, ICJ Reports 2022, p. 13 at pp. 51–52, para. 106.

³⁸⁰ **CLA-17**, *Armed Activities on the Territory of the Congo (Democratic Republic of the Congo v. Uganda)*, Reparations, Judgment, ICJ Reports 2022, p. 13 at p. 52, para. 106 (emphasis added).

³⁸¹ **RLA-27**, *Certain Activities Carried Out by Nicaragua in the Border Area (Costa Rica v. Nicaragua)*, Compensation, Judgment, ICJ Reports 2018, p. 15 at p. 27, para. 35, citing **RLA-2**, *Trail Smelter Case (United States/Canada)*, Award, 11 March 1941, III RIAA, p. 1905 at p. 1920.

including in relation to negotiation.³⁸² Given that Uruguay had not breached any substantive obligations, the Court considered itself “unable ... to uphold Argentina’s claim in respect of compensation for alleged injuries suffered in various economic sectors”.³⁸³

209. This finding was consistent with the more general position of the Court that, where parties are obliged to negotiate, it “is not for the Court to determine what shall be the final result of these negotiations”.³⁸⁴ Where the parties have left the terms of an agreement to be negotiated in the future, each of them is entitled to “propose conditions which it deemed to be reasonable” and “to oppose conditions proposed by the other Party which it deemed to be inadvisable”.³⁸⁵ An international court or tribunal can therefore not determine what agreement the parties would (let alone should) have reached, especially in circumstances where it is possible that no agreement would have been reached at all.
210. It follows that it will typically not be possible to identify any losses which were *caused* by a breach of a duty to negotiate, because a sufficiently specific counter-factual in which both parties complied with the duty to negotiate cannot be constructed with any degree of reliability. Even if both parties had negotiated in good faith, it is possible that they would not have reached any agreement; and even if they had reached agreement, it cannot be known what the terms of their agreement would have been. In this situation, what arises is not merely uncertainty as to the scale of any material losses, which (as set out above) can in some cases be the subject of an approximation when it comes to awarding compensation. Instead, the essential causal nexus between the internationally wrongful act and any alleged losses cannot be established.
211. In this case, given that the Parties did not engage in *any* discussions concerning arrangements under Article 19, there is no evidence whatsoever, or even any available inference, as to what the terms of those arrangements may have been if negotiations

³⁸² **CLA-11**, *Pulp Mills on the River Uruguay (Argentina v. Uruguay)*, Judgment, ICJ Reports 2010, p. 14 at p. 70, para. 158.

³⁸³ **CLA-11**, *Pulp Mills on the River Uruguay (Argentina v. Uruguay)*, Judgment, ICJ Reports 2010, p. 14 at p. 104, para. 276.

³⁸⁴ **RLA-10**, *Gabčíkovo-Nagymaros Project (Hungary/Slovakia)*, Judgment, ICJ Reports 1997, p. 7 at p. 66, para. 141.

³⁸⁵ **CLA-12**, *Tacna-Arica question (Chile, Peru)*, Award, 4 March 1925, II RIAA, p. 926 at p. 929.

had occurred and had culminated in agreement. Rwanda's request for compensation of £6 million is based on pure speculation. For example:

- (a) Rwanda asserts that it is “reasonable” to assume that the Parties would have agreed that 300 vulnerable refugees would be resettled in the United Kingdom.³⁸⁶ Its only basis for this “estimation” is that the Parties had “identified 300 as the number of relocated individuals that were intended to be transferred in Year 1” from the United Kingdom to Rwanda.³⁸⁷ Both steps in this argument are wrong. Paragraph 2.3.3 of the 2024 Finance Note stated that the United Kingdom would “make a further payment of £120 million due within 10 days after the first 300 Relocated Individuals are transferred”.³⁸⁸ There was no guarantee that 300 individuals would in fact be transferred from the United Kingdom to Rwanda. In any event, there is simply no basis for implying that the Parties intended for the number of Rwanda's most vulnerable refugees to be resettled in the United Kingdom to be the same as or equivalent to the number of individuals who were relocated from the United Kingdom to Rwanda. In fact, representatives of the Government of the United Kingdom had previously indicated that the Government expected only “tens” of refugees to be resettled in the United Kingdom pursuant to Article 19.³⁸⁹ Rwanda's vague reference to “the principle of reciprocity”³⁹⁰ does not assist it in establishing that the Parties had any intention of agreeing on a numerically symmetrical exchange. Nor do its comparisons with other agreements which the United Kingdom has concluded with other States, or the resettlement of refugees by the United Kingdom and other States in different contexts,³⁹¹ have any bearing on what arrangements might have been made in this case. The suggestion that the United

³⁸⁶ Statement of Claim, para. 110(b)(ii)(2).

³⁸⁷ Statement of Claim, para. 110(b)(ii)(1)–(2).

³⁸⁸ C-22, 2024 Finance Note, para. 2.3.3.

³⁸⁹ R-4, United Kingdom House of Commons, Home Affairs Committee, “Oral evidence: Asylum and migration”, HC 197 (11 May 2022), available at <https://committees.parliament.uk/oralevidence/10195/html/>. Government representatives separately indicated that only “a small number” of vulnerable refugees would be resettled in the United Kingdom under the Agreement: R-6, United Kingdom Parliament, Question for Home Office, “Refugees: Rwanda”, UIN 183462, Answer (15 May 2023), available at <https://questions-statements.parliament.uk/written-questions/detail/2023-05-02/183462>; R-5, United Kingdom Parliament, Question for Home Office, “Asylum: Rwanda”, UIN HL419, Answer (8 June 2022), available at <http://questions-statements.parliament.uk/written-questions/detail/2022-05-23/hl419>.

³⁹⁰ Statement of Claim, para. 110(b)(ii)(2).

³⁹¹ Statement of Claim, para. 110(b)(ii)(3)–(4).

Kingdom would have accepted 300 refugees from Rwanda is especially unlikely given that, by the time of the alleged breach of the duty to negotiate (in April 2025), only four individuals had been relocated from the United Kingdom under the Agreement and the United Kingdom had many months earlier signalled that it would not be carrying out any further relocations.

- (b) Rwanda offers no evidence as to the costs it has incurred in accommodating any refugees which could hypothetically have been resettled in the United Kingdom if the Parties had made arrangements in that regard. This is unsatisfactory because Rwanda bears the burden of proof in establishing its alleged losses, including because: (i) those losses are facts which it alleges; and (ii) the relevant evidence could only be in its possession.³⁹² Rwanda has given no credible reason for its suggestion that the Tribunal should treat £20,000 (the sum which the United Kingdom agreed to transfer to Rwanda for every individual relocated there³⁹³) as a “reasonable proxy” for the costs incurred by Rwanda in continuing to accommodate each vulnerable refugee already in Rwanda.³⁹⁴ In fact, there are good reasons why that sum is evidently *not* an appropriate proxy. The sum of £20,000 referred to in para. 2.3.4 of the 2024 Finance Note was part of the ETIF package, and was therefore intended to “support sustainable and inclusive economic growth within Rwanda”, as opposed to reflecting only the costs of supporting each individual relocated.³⁹⁵
- (c) Further, Rwanda’s claim takes no account of other terms which the Parties may have included in the “arrangements” for refugee resettlement. For example, it is possible that the Parties may have agreed that Rwanda would have had to have borne some cost in respect of any refugees resettled in the United Kingdom from Rwanda.

212. In light of the above, Rwanda’s claim for compensation should be dismissed.

³⁹² **CLA-17**, *Armed Activities on the Territory of the Congo (Democratic Republic of the Congo v. Uganda)*, Reparations, Judgment, ICJ Reports 2022, p. 13 at p. 54, paras. 115–116.

³⁹³ **C-22**, 2024 Finance Note, para. 2.3.4.

³⁹⁴ Statement of Claim, para. 110(b)–110(b)(i).

³⁹⁵ **C-22**, 2024 Finance Note, paras. 1.5, 2.3.4.

213. Rwanda invites the Tribunal, in the alternative, to order the United Kingdom to “convey a formal apology to Rwanda” for its alleged breach of Article 19.³⁹⁶ Although an apology is a recognised form of satisfaction in “diplomatic practice”,³⁹⁷ the making of an apology is essentially a political act and it is thus not appropriate for an international court or tribunal to order a State to provide one. This is reflected in the recent practice of international courts and tribunals, which have routinely considered that a finding of wrongfulness constitutes sufficient just satisfaction. For example:

- (a) In *Certain Iranian Assets*, the Court recognised that a formal apology “may, in appropriate circumstances, constitute a form of satisfaction that the injured State is entitled to claim further to a finding of wrongfulness”.³⁹⁸ However, having found multiple breaches of the 1955 Treaty of Amity, Economic Relations, and Consular Rights, the Court declined to order an apology (as Iran had sought³⁹⁹), concluding that “a finding ... of wrongful acts committed by the United States is sufficient satisfaction”.⁴⁰⁰
- (b) Similarly, international tribunals have refused to order an apology on the basis that a finding of wrongfulness constituted sufficient satisfaction.⁴⁰¹ For example, in *M/V “Virginia G”*, an ITLOS tribunal held that its declarations that “Guinea-Bissau [had] acted wrongfully and violated Panama’s rights” “constitute[d] adequate reparation” and refused to grant Panama’s request for

³⁹⁶ Statement of Claim, paras. 110(e), 111(g).

³⁹⁷ **RLA-20**, International Law Commission, Articles on Responsibility of States for Internationally Wrongful Acts (2001), Article 37(1)(2); **CLA-16**, International Law Commission, Draft articles on Responsibility for Internationally Wrongful Acts, with commentaries (2001), Commentary to Article 37, paragraph (7).

³⁹⁸ **RLA-31**, *Certain Iranian Assets (Islamic Republic of Iran v. United States of America)*, Judgment, ICJ Reports 2023, p. 51 at p. 126, para. 232.

³⁹⁹ **RLA-31**, *Certain Iranian Assets (Islamic Republic of Iran v. United States of America)*, Judgment, ICJ Reports 2023, p. 51 at p. 125, para. 224.

⁴⁰⁰ **RLA-31**, *Certain Iranian Assets (Islamic Republic of Iran v. United States of America)*, Judgment, ICJ Reports 2023, p. 51 at p. 127, para. 233. Similarly, in *Djibouti v. France*, although the Court noted that “an apology would have been due from France”, it found that “its finding that France has violated its obligation to Djibouti under Article 17 constitutes appropriate satisfaction”: **RLA-18**, *Certain Questions of Mutual Assistance in Criminal Matters (Djibouti v. France)*, Judgment, ICJ Reports 2008, p. 177 at pp. 237–238, para. 173, p. 245, para. 204. In *Pulp Mills*, the Court found that a finding of a breach of the obligation to negotiate was sufficient satisfaction (even though compensation had not been awarded), and therefore declined to order additional forms of satisfaction: **CLA-11**, *Pulp Mills on the River Uruguay (Argentina v. Uruguay)*, Judgment, ICJ Reports 2010, p. 14 at p. 102, para. 269.

⁴⁰¹ **RLA-21**, *M/V “Virginia G” (Panama/Guinea-Bissau)*, Judgment, ITLOS Reports 2014, p. 4 at p. 121 paras. 447–448; **RLA-26**, *The Duzgit Integrity Arbitration (Malta v. São Tomé and Príncipe)*, PCA Case No. 2014-07, Award, 5 September 2016, para. 332; **RLA-22**, *The Arctic Sunrise Arbitration (Netherlands v. Russia)*, PCA Case No. 2014-02, Award on the Merits, 14 August 2015, para. 380.

an apology from Guinea-Bissau.⁴⁰² Similarly, in *The Duzgit Integrity Arbitration*, a PCA tribunal held that a “formal apology” was “unnecessary” on the basis that “this award determining the international wrongfulness of Sao Tomé’s conduct ... provides appropriate satisfaction”.⁴⁰³

214. In the present case, if (contrary to the United Kingdom’s submissions above) the Tribunal were to find that the United Kingdom had breached Article 19, there is no reason that a finding to that effect would not constitute adequate satisfaction. Rwanda’s request that the Tribunal order the United Kingdom to provide an apology should be dismissed.

C. Other relief sought

215. Although Rwanda claims pre-award and post-award interest, it has not sought to particularise or justify those claims. In light of the above, it is not entitled to any interest or to any other relief.⁴⁰⁴

VI. RELIEF SOUGHT BY THE UNITED KINGDOM

216. For the reasons provided in this Statement of Defence, the United Kingdom respectfully requests that the Tribunal dismiss each of Rwanda’s claims set out at para. 47 of its Notice of Arbitration and para. 111 of its Statement of Claim.
217. The United Kingdom reserves the right to amend or supplement its request for relief.



Tamsin Stubbing

Agent of the United Kingdom of Great Britain and Northern Ireland

27 February 2026

⁴⁰² **RLA-21**, *M/V “Virginia G” (Panama/Guinea-Bissau)*, Judgment, ITLOS Reports 2014, p. 4 at p. 121 paras. 447–448.

⁴⁰³ **RLA-26**, *The Duzgit Integrity Arbitration (Malta v. São Tomé and Príncipe)*, PCA Case No. 2014-07, Award, 5 September 2016, para. 332.

⁴⁰⁴ Notice of Arbitration, para. 47(h)–(i); Statement of Claim, para. 111(h)–(i).

LIST OF ANNEXES TO STATEMENT OF DEFENCE

	Description	Date
R-3	United Kingdom Government, Policy paper, “New Plan for Immigration: legal migration and border control strategy statement 2021”, available at https://www.gov.uk/government/publications/new-plan-for-immigration-legal-migration-and-border-control/new-plan-for-immigration-legal-migration-and-border-control-strategy-statement-accessible-web-version .	24 May 2021
R-4	United Kingdom House of Commons, Home Affairs Committee, “Oral evidence: Asylum and migration”, HC 197, available at https://committees.parliament.uk/oralevidence/10195/html/	11 May 2022
R-5	United Kingdom Parliament, Question for Home Office, “Asylum: Rwanda”, UIN HL419, Answer, available at http://questions-statements.parliament.uk/written-questions/detail/2022-05-23/hl419	8 June 2022
R-6	United Kingdom Parliament, Question for Home Office, “Refugees: Rwanda”, UIN 183462, Answer, available at https://questions-statements.parliament.uk/written-questions/detail/2023-05-02/183462	15 May 2023
R-7	<i>AAA v Secretary of State for the Home Department</i> [2023] UKSC 42, [2023] 1 WLR 4433	15 November 2023
R-8	Rwanda’s Note Verbale NV 2879/09.16/North. E/24	23 April 2024
R-9	United Kingdom’s Note Verbale 073/2024	25 April 2024
R-10	Labour Party Manifesto 2024: Change, available at https://labour.org.uk/wp-content/uploads/2024/06/Labour-Party-manifesto-2024.pdf	June 2024
R-11	“Joint Committee: terms of reference (TOR)”, available at https://www.gov.uk/government/publications/joint-committee-migration-and-economic-development-partnership/joint-committee-terms-of-reference-tor	Updated 1 July 2024
R-12	Email from Clementine Mukoka to Omar Daair et al, “RE: NV on MEDP”	9 July 2024
R-13	United Kingdom’s Note Verbale 156/2024	9 September 2024
R-14	United Kingdom’s Note Verbale 166/2024	1 October 2024
R-15	Email from Richard Williams to John Brocklehurst et al, “READOUT: Negotiations with the Government of Rwanda”	3 October 2024
R-16	Email from Richard Williams to Simon Ridley et al, “READOUT: Home Secretary / Minister Nduhungirehe (GoR) bilat”	10 October 2024
R-17	Email from Charlotte Murfin to Emily Dunn et al, “[O-S] Update on SoRA repeal”	11 October 2024
R-18	Email from David Rinnert to Clementine Mukoka et al, “For GoR comments following Ministerial call last night: Draft Finance NV”	11 October 2024

R-19	Attachment to R-18 : “NV re finances for termination RW comments”	11 October 2024
R-20	Email from Grace Nyinawumuntu to David Rinnert et al, “RE: For GoR comments following Ministerial call last night: Draft Finance NV”	11 October 2024
R-21	Email from Richard Williams to Grace Nyinawumuntu et al, “RE: For GoR comments following Ministerial call last night: Draft Finance NV”	11 October 2024
R-22	Email from Grace Nyinawumuntu to David Rinnert et al, “Re: For GoR comments following Ministerial call last night: Draft Finance NV”	15 October 2024
R-23	Attachment to R-22 : “Draft NV ON MEDP October 2024 (Rwanda side) (1)”	15 October 2024
R-24	Email from David Rinnert to Grace Nyinawumuntu et al, “RE: For GoR comments following Ministerial call last night: Draft Finance NV”	16 October 2024
R-25	Attachment to R-24 : “Draft NV ON MEDP October 2024 (Rwanda side) UK comments updated after instructions RW cleared”	16 October 2024
R-26	Email from Alison Thorpe to Grace Nyinawumuntu et al, “annotated NV”	22 October 2024
R-27	Attachment to R-26 : “Draft NV ON MEDP October 2024 (Rwanda side) UK comments updated after instructions v3”	22 October 2024
R-28	Email from Kristian Armstrong to Clementine Mukeka, “Closing off the Note Verbale”	30 October 2024
R-29	Email from Jennifer Stockill to Grace Nyinawumuntu et al, “Draft NVs for UK”	6 November 2024
R-30	Attachment to R-29 : “DRAFT Note Verbale”	6 November 2024
R-31	Attachment to R-29 : “DRAFT technical annex NV”	6 November 2024
R-32	Emails between Jennifer Stockill, Isabelle Umugwaneza et al, “RE: Draft NVs for UK”	6–7 November 2024
R-33	Emails between Jennifer Stockill, Grace Nyinawumuntu et al, “RE: Draft NVs for UK”	6–12 November 2024
R-34	Email from Jennifer Stockill to Alison Thorpe et al, “Readout: meeting with Rwandan Foreign Minister”	7 November 2024
R-35	Email from Grace Nyinawumuntu to Jennifer Stockill et al, “Re: Draft NVs for UK”	12 November 2024
R-36	Attachment to R-35 : “DRAFT Note Verbale (Rwanda inputs)”	12 November 2024
R-37	Email from [REDACTED] to Benjamin Nzeyimana et al, “NV 182/2024 Financial arrangements ahead of MEDP Treaty termination”	13 November 2024

R-38	Email from MINAFFET Records Management Unit to [REDACTED] et al, "Confirmation of the Government of Rwanda to the Proposed arrangements"	14 November 2024
R-39	Email from Kristian Armstrong to Clementine Mukeka et al, "RE: Closing off the Note Verbale"	15 November 2024
R-40	Communication via WhatsApp from Jennifer Stockill to Grace Nyinawumuntu	16 January 2025
R-41	Communications via WhatsApp between Jennifer Stockill and Grace Nyinawumuntu	20 January 2025
R-42	Email from Jennifer Stockill to Christella Akoguteta, "Reporting on migration partnership spending"	11 February 2025
R-43	United Kingdom Government, Press Release, "UK Statement on response to the situation in Eastern DRC", available at https://www.gov.uk/government/news/uk-statement-on-response-to-the-situation-in-eastern-drc	25 February 2025
R-44	Rwanda's Ministry of Foreign Affairs and International Cooperation of Rwanda, Press Release, "Rwanda regrets measures by the UK", available at https://www.minaffet.gov.rw/updates/news-details/rwanda-regrets-measures-by-the-uk	25 February 2025
R-45	Letter from Clementine Mukeka to Daniel Hobbs	30 April 2025
R-46	Email from David Rinnert to Nathalie Helene Gasaro, "Follow up - letter from Home Office Director Kristian for PS Clementine"	31 July 2025
R-47	Attachment to R-46 : "KA letter to PS Clementine 29072025 (007)"	29 July 2025, transmitted on 31 July 2025
R-48	Email from Nathalie Helene Gasaro to David Rinnert, "Re: Follow up - letter from Home Office Director Kristian for PS Clementine"	12 August 2025
R-49	Attachment to R-48 : "Summary Report_MEDP Funds utilization (2)"	12 August 2025
R-50	Border Security, Asylum and Immigration Act 2025	2 December 2025

LIST OF LEGAL AUTHORITIES ACCOMPANYING STATEMENT OF DEFENCE

	Citation
RLA-1	<i>Railway Traffic between Lithuania and Poland (Railway Sector Landwarów-Kaikiadorys)</i> , Advisory Opinion, 1931, PCIJ Series A/B, No. 42, p. 108
RLA-2	<i>Trail Smelter Case (United States/Canada)</i> , Award, 11 March 1941, III RIAA, p. 1905
RLA-3	<i>Lake Lanoux Arbitration (France v. Spain)</i> , Award, 16 November 1957, 24 ILR, p. 101
RLA-4	<i>Case Concerning the Temple of Preah Vihear (Cambodia v. Thailand)</i> , Merits, Judgment, ICJ Reports 1962, p. 6 (Separate Opinion of Vice-President Alfaro)
RLA-5	<i>Case Concerning the Temple of Preah Vihear (Cambodia v. Thailand)</i> , Merits, Judgment, ICJ Reports 1962, p. 6 (Separate Opinion of Sir Gerald Fitzmaurice)
RLA-6	<i>Aegean Sea Continental Shelf (Greece v. Turkey)</i> , Judgment, ICJ Reports 1978, p. 3
RLA-7	<i>Delimitation of the Maritime Boundary in the Gulf of Maine Area (Canada/United States)</i> , Judgment, ICJ Reports 1984, p. 246
RLA-8	<i>Border and Transborder Armed Actions (Nicaragua v. Honduras)</i> , Jurisdiction and Admissibility, Judgment, ICJ Reports 1988, p. 69
RLA-9	<i>Territorial Dispute (Libyan Arab Jamahiriya/Chad)</i> , Judgment, ICJ Reports 1994, p. 6
RLA-10	<i>Gabčíkovo-Nagymaros Project (Hungary/Slovakia)</i> , Judgment, ICJ Reports 1997, p. 7
RLA-11	<i>Land and Maritime Boundary between Cameroon and Nigeria (Cameroon v. Nigeria), Preliminary Objections, Judgment</i> , ICJ Reports 1998, p. 275
RLA-12	<i>Kasikili/Sedudu Island (Botswana/Namibia)</i> , Judgment, ICJ Reports 1999, p. 1045
RLA-13	<i>Land and Maritime Boundary between Cameroon and Nigeria (Cameroon v. Nigeria: Equatorial Guinea intervening)</i> , Judgment, ICJ Reports 2002, p. 303
RLA-14	<i>Arbitration regarding the Iron Rhine ("IJzeren Rijn") Railway (Belgium/Netherlands)</i> , Award, 24 May 2005, XXVII RIAA, p. 35
RLA-15	<i>Armed Activities on the Territory of the Congo (New Application: 2002) (Democratic Republic of the Congo v. Rwanda)</i> , Jurisdiction and Admissibility, Judgment, ICJ Reports 2006, p. 6
RLA-16	<i>Barbados v. Trinidad and Tobago</i> , Award, 11 April 2006, XXVII RIAA, p. 147
RLA-17	<i>Case Concerning Sovereignty over Pedra Branca/Pulau Batu Puteh, Middle Rocks and South Ledge (Malaysia/Singapore)</i> , Judgment, ICJ Reports 2008, p. 12
RLA-18	<i>Certain Questions of Mutual Assistance in Criminal Matters (Djibouti v. France)</i> , Judgment, ICJ Reports 2008, p. 177
RLA-19	<i>Application of the International Convention on the Elimination of All Forms of Racial Discrimination (Georgia v. Russian Federation)</i> , Preliminary Objections, Judgment, ICJ Reports 2011, p. 70
RLA-20	International Law Commission, Articles on Responsibility of States for Internationally Wrongful Acts (2001)
RLA-21	<i>M/V "Virginia G" (Panama/Guinea-Bissau)</i> , Judgment, ITLOS Reports 2014, p. 4
RLA-22	<i>The Arctic Sunrise Arbitration (Netherlands v. Russia)</i> , PCA Case No. 2014-02, Award on the Merits, 14 August 2015

RLA-23	<i>South China Sea Arbitration (Philippines v. China)</i> , Award on Jurisdiction and Admissibility, 29 October 2015, XXXIII RIAA, p. 1
RLA-24	<i>Obligations Concerning Negotiations relating to Cessation of the Nuclear Arms Race and to Nuclear Disarmament (Marshall Islands v. United Kingdom)</i> , Preliminary Objections, Judgment, ICJ Reports 2016, p. 833 (Separate Opinion of Judge Tomka)
RLA-25	<i>Obligations Concerning Negotiations relating to Cessation of the Nuclear Arms Race and to Nuclear Disarmament (Marshall Islands v. United Kingdom)</i> , Preliminary Objections, Judgment, ICJ Reports 2016, p. 833 (Dissenting Opinion of Judge Crawford)
RLA-26	<i>The Duzgit Integrity Arbitration (Malta v. São Tomé and Príncipe)</i> , PCA Case No. 2014-07, Award, 5 September 2016
RLA-27	<i>Certain Activities Carried Out by Nicaragua in the Border Area (Costa Rica v. Nicaragua)</i> , Compensation, Judgment, ICJ Reports 2018, p. 15
RLA-28	<i>Application of the International Convention for the Suppression of the Financing of Terrorism and of the International Convention on the Elimination of All Forms of Racial Discrimination (Ukraine v. Russian Federation)</i> , Preliminary Objections, Judgment, ICJ Reports 2019, p. 558
RLA-29	<i>Alleged Violations of the 1955 Treaty of Amity, Economic Relations, and Consular Rights (Islamic Republic of Iran v. United States of America)</i> , Preliminary Objections, Judgment, ICJ Reports 2021, p. 9
RLA-30	<i>Dispute Concerning Delimitation of the Maritime Boundary between Mauritius and Maldives in the Indian Ocean (Mauritius/Maldives)</i> , ITLOS Case No. 28, Preliminary Objections, Judgment, 28 January 2021
RLA-31	<i>Certain Iranian Assets (Islamic Republic of Iran v. United States of America)</i> , Judgment, ICJ Reports 2023, p. 51
RLA-32	<i>Allegations of Genocide under the Convention on the Prevention and Punishment of the Crime of Genocide (Ukraine v. Russian Federation: 32 States intervening)</i> , Preliminary Objections, Judgment, ICJ Reports 2024, p. 360
RLA-33	<i>Application of the International Convention on the Elimination of All Forms of Racial Discrimination (Armenia v. Azerbaijan)</i> , Preliminary Objections, Judgment, ICJ, General List No. 180, 12 November 2024
RLA-34	<i>Land and Maritime Delimitation and Sovereignty over Islands (Gabon/Equatorial Guinea)</i> , Judgment, ICJ, General List No. 179, 19 May 2025