

PCA Case No. 2025-45

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

- and -

THE PCA ARBITRATION RULES 2012

BETWEEN:

THE REPUBLIC OF RWANDA

Claimant

-and-

THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Respondent

REPLY

5 March 2026

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I. INTRODUCTION

1. This case turns on two obligations that the UK assumed under the Agreement. The first is the obligation to make financial arrangements (Article 18), which the Parties concluded in the form of the 2024 Finance Note. The second is the obligation to make arrangements for the UK to resettle a portion of Rwanda's most vulnerable refugees in the UK (Article 19).
2. As to the Parties' financial arrangements, the UK accepts that the 2024 Finance Note was binding.¹ This means that the UK was legally obliged to make the ETIF payments specified in paragraph 2.3.1 of the 2024 Finance Note. The UK now seeks to avoid that obligation by claiming that in November 2024 Rwanda voluntarily agreed to forgo £100 million worth of payments. Rwanda disagrees. Its case is that the Parties never concluded a binding amendment agreement. This is because Rwanda did not give its consent to be bound to the UK's Note Verbale of 13 November 2024, which was, in any event, political. Rwanda says this much is clear from even a cursory review of the two November Notes Verbales.
3. As to the Parties' arrangements to resettle refugees, the UK admits that it was obliged to negotiate in good faith with a view to making such arrangements.² Its position is that Rwanda must prove that it sought to negotiate with the UK, and that it never did so. It further asserts that the UK correspondence on which Rwanda relies did not amount to a refusal to negotiate. However, as Rwanda will explain, a careful reading of the relevant correspondence shows that the UK had no intention of achieving the stated objective in Article 19, namely resettling refugees from Rwanda, to any degree, let alone commencing meaningful discussions in respect of such resettlements.
4. Against that background, in this Reply, Rwanda addresses the key allegations advanced by the UK in its Statement of Defence. By limiting itself to those key allegations, Rwanda should not be taken to admit any allegation that it does not address.
5. Rwanda must, however, briefly comment on the UK's allegation that the real motive behind Rwanda's claim is to respond to diplomatic measures taken by the UK against Rwanda in February 2025.³ Bizarrely, the UK accepts that its entirely speculative

¹ Statement of Defence, para. 49.

² Statement of Defence, para. 179.

³ Statement of Defence, para. 11.

assertion is irrelevant to the matters before the Tribunal,⁴ but it advances its unsupported allegation nonetheless. That allegation is wholly inappropriate. It is also inaccurate. Rwanda pursues its claims in circumstances where it heavily invested in the implementation of the MEDP on the assumption of the UK's good faith performance. Moreover, the UK's assertion is undermined by its own approach to this case. If Rwanda's claims were so lacking in merit, the UK would not have required 92 pages to endeavour to rebut them.⁵ Rwanda invites the Tribunal to ignore the UK's allegations and instead focus on what matters, which is the issues in dispute between the Parties.

II. RELEVANT FACTS

6. In its Statement of Claim,⁶ Rwanda provided a summary of the key diplomatic exchanges relevant to the issues before the Tribunal. The UK makes the serious allegation that Rwanda has presented a “*demonstrably false*” account of those exchanges.⁷ This is because Rwanda omitted to refer to two Notes Verbales sent by the UK in September and October 2024,⁸ and to some exchanges between the Parties in October and November 2024. Rwanda apologises to the Tribunal for any inadvertent omission. Rwanda had not located those documents at the time of preparing Rwanda's Statement of Claim.
7. Contrary to the UK's assertion and to its highly selective presentation of these materials in the Statement of Defence, the exchanges between the Parties prior to the November Notes Verbales are not only entirely consistent with Rwanda's account, but they provide further support to it. Rwanda emphasises the following factual points:
 - a. **First**, the Parties' exchange of draft notes verbales was preceded by a call between the Rwandan Foreign Minister and the UK Home Secretary on 10 October 2024. The UK Home Office's internal note of that call states that “*it was agreed*” that “*Rwanda would sign a Not[e] Verbale that removes the obligation to pay any further sums under the [ETIF]. We will send them a draft tomorrow, which they will endeavour to return to us by close of play*”.⁹ The Rwandan Government's internal record of this part of the call is far more nuanced. The Foreign Minister “*assured [the UK Home Secretary] that Rwanda*

⁴ Statement of Defence, para. 12.

⁵ This is more than double the length of Rwanda's Statement of Claim.

⁶ Statement of Claim, Section II.

⁷ Statement of Defence, para. 57.

⁸ UK's Note Verbale 156/2024, 9 September 2024, **R-13**; UK's Note Verbale 166/2024, 1 October 2024, **R-14**.

⁹ Email from Mr Williams to Mr Ridley and others, 10 October 2024, **R-16**.

will, in principle, not pursue that payment, provided that the UK follows the right legal procedure".¹⁰ The assurance that Rwanda provided was only "*in principle*" and subject to an express caveat.

- b. **Second**, the UK put a diplomatic visa waiver agreement on the negotiating table alongside the request that Rwanda forgo the ETIF payments. Contrary to the UK's case,¹¹ the UK officials at the time viewed these issues to be "*inextricably interlinked*".¹² This was borne out in the Parties' later exchanges. In particular, on 8 October 2024, Ms Nyinawumuntu (a Director General within the Ministry of Foreign Affairs and International Cooperation) met with the UK High Commissioner. The High Commissioner informed her that "*the UK Home Secretary wishes to negotiate a diplomatic waiver agreement with Rwanda. In return, Rwanda would not seek any further payments under the MEDP.*"¹³ On 10 October, the UK provided Rwanda with the "*details of the offer that could be agreed subject to the outcome of [the] discussion between our ministers tonight*".¹⁴ Attached to that email was a document entitled "*DVA offer to the Government of Rwanda*" setting out the possible terms of a "*UK-Rwanda diplomatic visa agreement*".¹⁵ On the call later that day, the UK Home Secretary represented that "*to show the strong partnership with Rwanda, the UK is willing to facilitate visa waivers for up to 100 diplomatic passports per year*".¹⁶
- c. **Third**, what followed was an exchange of drafts between officials on the potential removal of the ETIF payments from the 2024 Finance Note, but this exchange was being discussed on the basis that it would be in return for something else. The fact that Rwanda was prepared to engage in discussions about legal texts that, if agreed, would have effected a removal of the ETIF payments must be placed in that context. In any event, this mere fact cannot be taken as Rwanda having *agreed* to any such text. Moreover, as is clear from Rwanda's reply,¹⁷ there was clearly some confusion between the Parties.
- d. **Fourth**, however, the Parties' negotiations changed course, and these earlier

¹⁰ Rwandan Government, 'Report: Phone call with the UK Home Secretary', 10 October 2024, para. 4, **C-42**.

¹¹ Statement of Defence, para. 147(a).

¹² Email from Mr Williams to Mr Brocklehurst and others, 3 October 2024, **R-15**.

¹³ Email from Ms Nyinawumuntu to Minister Nduhungirehe and others, 8 October 2024, para. 2, **C-43**. See also email from Minister Nduhungirehe to Minister Ugirashebuta and others, 9 October 2024, **C-44**.

¹⁴ Email from Mr Rinnert to Ms Nyinawumuntu, 10 October 2024, with attachment, **C-45**.

¹⁵ Email from Mr Rinnert to Ms Nyinawumuntu, 10 October 2024, with attachment, **C-45**.

¹⁶ Rwandan Government, 'Report: Phone call with the UK Home Secretary', 10 October 2024, para. 5, **C-42**; see also email from Mr Williams to Mr Ridley and others, 10 October 2024, **R-16**.

¹⁷ Email from Ms Nyinawumuntu to Mr Rinnert et al., 15 October 2024, **R-22**.

drafts were abandoned. On 6 November 2024, the Rwandan Foreign Minister met with the UK High Commissioner. As a result of this meeting, the Parties' approach to the drafting of the November Note Verbales fundamentally changed. This change in approach was not merely a "*substantia[l] revis[ion]*";¹⁸ the Parties jettisoned the existing text and started again. Later that day, the UK Deputy High Commissioner sent Rwandan officials a bifurcated text, which was comprised of – as the UK described it – "[a] *short political NV*" and "[a] *technical annex to the NV (which ... covers the things we need covered for our legislative process)*".¹⁹ The "*short political NV*" circulated by the UK included the statement that "*it is hereby **agreed** that no further payments will be made under the [ETIF] agreement*" (emphasis added). It then referred to the Parties' arrangement constituting a "*diplomatic agreement*".

- e. **Fifth**, by this stage, there was no progress on the UK's offer to conclude a diplomatic waiver agreement.²⁰ In those circumstances, Rwanda was willing to negotiate a way forward on the basis of the revised, "*political*" approach. But it was not willing to accept the UK's draft language. On 12 November 2024, Rwandan officials provided an entirely new version of the "*political*" note verbale to the UK High Commission.²¹ All references to "*agreed*" and "*agreement*" were removed. Instead, Rwanda downgraded that language to that of a "*respect[ful] reques[t]*". The note provided that: "*the Government of the United Kingdom **respectfully requests** that the Government of Rwanda forgo any additional payments under the Economic Transformation and Integration Fund*" (emphasis added). It also clarified the status of the technical annex: the annex was said to "*suppor[t]*" the request, rather than the request being "*underpinned*" by the annex.
- f. **Sixth**, as the UK accepts,²² the UK did not seek to alter this language. The UK suggested no changes to the new Rwandan revised text of the "*political*" NV. So, when the UK came to send its final version on 13 November 2024, it reflected the Rwandan draft.

¹⁸ Statement of Defence, para. 72.

¹⁹ Email from Ms Stockill to Ms Nyinawumuntu and others, 6 November 2024, **R-29**, with attachments at **R-30** and **R-31**.

²⁰ Indeed, it was only in December 2024 that the UK sent a Note Verbale on the visa arrangement but this (i) was not a visa agreement, and (ii) bore no resemblance to the UK offer of 8 October: UK's Note Verbale 199/2024, 10 December 2024, **C-46**.

²¹ Email from Ms Nyinawumuntu to Ms Stockhill, 12 November 2024, **R-35**, with attachment at **R-36**.

²² Statement of Defence, para. 75.

- g. **Seventh**, the UK misquotes the key initiating Note Verbale throughout its Statement of Defence. The UK did not “*formally reques[t]*” that Rwanda forgo the ETIF payments, as the UK suggests.²³ It “*respectfully reques[ted]*” that it do so. Whether the language of ‘formal request’ is read as an indication that a formal treaty amendment was being proposed, or as a suggestion that the Note Verbale was a mere formality that followed an earlier substantive acceptance, this was not the language used in the Note Verbale.
 - h. **Eighth**, on 14 November, Rwanda issued its reply Note Verbale. That Note Verbale referred to the “*political NV*” (albeit using the wrong date) and the request that Rwanda forgo the ETIF payments. Critically, it made no reference at all to the “*suppor[ting]*” technical annex. It then confirmed that “*the proposed arrangements are acceptable to the Government of the Republic of Rwanda*”. It omitted the key language that it included in its reply to the 2024 Finance Note: “*and that the High Commission’s Note and this Note in reply will place on the record the understanding of our two Governments on the matter and which will come into effect today*”. This is despite being requested by the UK to include it.
8. Accordingly, the Parties’ exchanges in October and November 2024 support Rwanda’s case that the Parties did not enter into a binding agreement to amend the 2024 Finance Note. Instead, the UK sent a “*political*” Note Verbale to which Rwanda replied without accepting that the Parties’ exchange would record their understanding, or that it would come into effect, as the UK’s Note had sought. Further, the UK’s attempt to include the language of “*agreement*” in that Note Verbale was rejected by Rwanda.

III. ARTICLE 18 AND THE 2024 FINANCE NOTE

A. THE NOVEMBER NOTES VERBALES

9. There are two questions before the Tribunal relevant to the exchange of Notes Verbales in November 2024. The **first** is whether the Parties agreed to amend the terms of the 2024 Finance Note. This relates to Rwanda’s primary case. The **second** is, if the Parties did reach such an agreement, what content and effect that agreement had. This relates to Rwanda’s alternative case.
10. The UK’s arguments are primarily focused on the first of these questions. The UK makes detailed submissions as to the text of the November Notes Verbales, the

²³ Statement of Defence, paras 76, 129(a), and 155(a).

circumstances in which they were exchanged and the Parties' subsequent conduct, all of which, the UK is at pains to emphasise, support the conclusion that the Parties reached an agreement binding under international law that the UK would no longer be obliged to make the ETIF payments.²⁴

11. Rwanda's case is straightforward. Whatever the UK's intentions in seeking to pressurise Rwanda to conclude a binding agreement to forgo substantial sums of money, Rwanda did not ultimately provide its consent. Not only that: the failure to secure consent to anything binding from Rwanda would have been entirely clear to the UK. Rwanda's omission of critical language in its response to the UK's November Note Verbale and the accompanying November 2024 Annex is a complete answer to the UK's case. Rwanda did not "*acknowledge and agree*" the UK's proposal. Nor did it confirm that its reply would "*place on the record the understanding of the two Governments*" which would "*come into effect*" on a particular date. Rwanda's response also ignored the "*support[ing]*" annex, only responding to the UK's "*political*" Note Verbale. The UK cannot adequately explain those obvious omissions.
12. This, Rwanda submits, is the key point on which the Tribunal should focus, notwithstanding the noise generated by the UK's submissions. Rwanda, however, addresses below each of the allegations advanced by the UK and explains their inability to impact this primary point.

The legal framework

13. The Parties are essentially agreed as to the applicable legal framework. Rwanda addresses two pertinent points.
14. **First**, the UK asserts that Rwanda's pleaded position is unclear as to how an amendment to the 2024 Finance Note could be effected.²⁵ The source of the UK's confusion is not understood. As the UK acknowledges,²⁶ Rwanda relies on Article 13 of the VCLT in both of its pleadings to date. This is perfectly consistent with Rwanda's reliance on paragraph 3.1 of the 2024 Finance Note and its reference to amendment by way of "*written agreement*". To analyse whether the Parties consented to be bound by a "*written agreement*" in the context of an exchange of instruments, one has recourse to the conditions set out in Article 13.

²⁴ Statement of Defence, paras 123-154.

²⁵ Statement of Defence, para. 114.

²⁶ Statement of Defence, para. 114(a)-(b).

15. **Second**, the UK further asserts that the operation of Article 13 of the VCLT is excluded by Article 39,²⁷ which applies the rules in Part II of the VCLT (including Article 13) “*except insofar as the treaty may otherwise provide*”. This point is academic, as the UK accepts that whether there is a “*written agreement*” will be decided by the same factors that are identified in Article 13.²⁸ Nonetheless, Rwanda points out that the Parties’ reference to a “*written agreement*” does not displace the operation of Part II of the VCLT; it simply says nothing about it.
16. Against that background, the question for the Tribunal is whether the consent of both Rwanda and the UK to be bound by the November exchange of Notes was established in that exchange, or whether it is otherwise established that Rwanda and the UK were agreed that they would be bound by that exchange.

Textual features of the November Notes

17. The UK identifies a series of textual points that it claims support its interpretation. Rwanda addresses each of them in turn.
18. The UK’s **first** point is that its 13 November Note Verbale “*indicated that the proposal was for a legally binding agreement*”.²⁹ To the contrary, the UK had suggested a Note Verbale that included the language of “*agreement*”, but Rwanda flatly rejected that wording. As a result, the UK’s cover Note Verbale indicated nothing of the sort. Instead, it was purely “*political*”, as the UK’s own officials described it. Moreover, the UK’s Note Verbale did not state that it sought to amend the 2024 Finance Note. Nor did it state that the Parties had agreed to cease payments. It simply contained a “*respectfu[l] reques[t]*” that Rwanda “*forgo any additional payments*” under the ETIF. Further, the substantive paragraphs of the technical annex were preceded by the words “*... the High Commission proposes the following...*”. This was a respectful request “*supported*” by a proposal. Thus, even before turning to the key language in Rwanda’s reply Note Verbale, the UK’s initiating Note Verbale neither said nor did what the UK now alleges.
19. The UK’s **second** point is that the Tribunal cannot attribute any significance to the structure of the Note Verbale.³⁰ Rwanda firmly disagrees. Contrary to the UK’s suggestion,³¹ the structure of the November Note Verbale was materially different to

²⁷ Statement of Defence, para. 115(d).

²⁸ Statement of Defence, para. 116.

²⁹ Statement of Defence, para. 129.

³⁰ Statement of Defence, paras 131-134.

³¹ Statement of Defence, para. 134.

the 2024 Finance Note, the numbered paragraphs of which were integrated into the body of the Note Verbale. In contrast with the UK’s proposed draft for its Note,³² the finalised UK Note Verbale consisted of a Note with a “*support[ing]*” technical annex containing the UK’s “*propos[als]*”, as opposed to an annex that “*underpinned*” a “*diplomatic agreement*”. This separation suggests that those proposals remained the subject of discussion and were not yet finalised. The indication that the annex “*supported*” the request also suggests that the annexed proposals were subsidiary to the cover Note Verbale. As explained further below, it is that cover Note Verbale to which Rwanda actually responded.

20. The UK’s **third** textual argument is that no significance should be drawn from the repeated reference to the intended termination of the Agreement.³³ This point is made in the context of addressing Rwanda’s alternative case that, if Rwanda had accepted the unclear terms of the annex with binding effect, Rwanda’s acceptance could have gone no further than an agreement to forgo the ETIF payments as part of a termination package. The UK identifies no textual feature relevant to the primary question of whether the November Notes Verbales evidenced the Parties’ consent to be bound by their terms. Nor is there any. In fact, the reference in the annex to ongoing discussions “*including financial arrangements related to termination*” strongly suggests that no such consent was provided.
21. The UK’s **fourth** contention is that Rwanda has failed to prove that the text of its responsive Note Verbale did not manifest Rwanda’s consent to be bound.³⁴ This position is entirely wrong-headed. If the UK’s position is that Rwanda consented to be bound, that is for it to prove. It is not for Rwanda to prove a negative. In any event, none of the UK’s attempts to neutralise the textual elements on which Rwanda relies reaches its target. Specifically:
 - a. On the use of the word “*acceptable*”, the UK takes two points. The **first** is to draw to the Tribunal’s attention an ICJ case, which, in the phrase the UK quotes, defines the word “*recognize*”, not “*accept*”.³⁵ This does not assist the Tribunal. In any event, the word used is “*acceptable*”, not “*accept*” or “*accepted*”. The **second** point is that same term “*acceptable*” was used in the 2024 Finance Note,

³² Email from Ms Stockill to Ms Nyinawumuntu and others, 6 November 2024, **R-29**, with attachments at **R-30** and **R-31**.

³³ Statement of Defence, para. 135.

³⁴ Statement of Defence, para. 136.

³⁵ *Territorial Dispute (Libyan Arab Jamahiriya/Chad)*, Judgment, ICJ Reports 1994, p. 6 at p. 22, para. 42, **RLA-9**. See Statement of Defence, para. 136(a).

and must be given a consistent meaning. What the UK overlooks, however, is the critical addition of Rwanda's confirmation that the 2024 Finance Note and Rwanda's reply would "*place on the record the understanding of our two Governments*" and which would "*come into effect*" on the date of Rwanda's reply. It is this language which confirms Rwanda's consent to be bound by the agreement and to the agreement entering into force. Without it, all the UK received was a political indication that the arrangements could in principle be accepted, but nothing more.

- b. On Rwanda's lack of "*acknowledgment*" or "*agreement*", the UK's view is that this is irrelevant. This overlooks the fact that the UK "*propose[d]*" in terms "*[t]hat Rwanda acknowledges and agrees*" that the ETIF funds would not be paid. A natural affirmative response to such a proposal is that of "*acknowledgement*" and "*agreement*". No such response was given. This is significant.
- c. On Rwanda's omission of the key language from its reply Note Verbale, the UK addresses this critical point almost in passing. It describes these terms as "*additional, superfluous words*".³⁶ They are anything but. The UK's characterisation overlooks several key points. First, the UK's technical annex requested that this language be included by using the equivalent formulation for an initiating note verbale. But Rwanda did not do so. Nor did it replace the missing text with any other language that would signify its consent to be bound. Second, it overlooks that the UK's own drafting guide recommends the inclusion of that language, even in a non-binding instrument.³⁷ What is more, Rwanda was accustomed to including it in its bilateral exchanges with the UK under the MEDP, as several notes verbales exchanged between the Parties make clear.³⁸ The omission of that language was significant. This is because, as stated above, it is that language which would have confirmed Rwanda's consent to be bound

³⁶ Statement of Defence, para. 136(c).

³⁷ Foreign, Commonwealth and Development Office, 'Treaties and Memoranda of Understanding (MOUs): Guidance on Practice and Procedures', August 2025, p. 20, **CLA-19**. This practice is entirely consistent with the practice on exchanges of notes (and exchanges of letters) in two leading textbooks authored by former legal advisers at the British Foreign Office: J. Barrett and R. Beckman, *Handbook on Good Treaty Practice* (2020), Annexes III-IV, pp. 424-436, **CLA-20**; J. Hill, *Aust's Modern Treaty Law and Practice* (2023, 4th ed.), pp. 440-444 and pp. 480-485 (Appendices E, F, G), **CLA-21**.

³⁸ UK's Note Verbale 074/2024, 26 April 2024, **C-47**; Rwanda's NV 2980/09.16/North.E/24, 27 April 2024, **C-48**; UK's Note Verbale 075/2024, 26 April 2024, **C-49**; Rwanda's NV 2981/09.16/North.E/24, 27 April 2024, **C-50**; UK's Note Verbale 076/2024, 26 April 2024, **C-51**; Rwanda's NV 2982/09.16/North.E/24, 27 April 2024, **C-52**; UK's Note Verbale 077/2024, 26 April 2024, **C-53**; Rwanda's NV 2983/09.16/North.E/24, 27 April 2024, **C-54**.

by the terms of the Note to which it was replying. It is not enough ambiguously to state that the proposals were “*acceptable*”; it must be clear from the language used that the “*two notes taken together constitute an agreement*”.³⁹

Relevant circumstances

22. The UK then addresses the circumstances surrounding the exchange of the November Notes Verbales. It begins by referring to two contextual factors:
- a. The **first** is that the Agreement and the 2024 Finance Note were both binding treaties. It follows, so the UK says, that the agreement amending the latter was similarly binding. This assumes the conclusion that the UK seeks to prove. It says nothing about whether Rwanda in fact expressed its consent to be bound in its responsive Note.
 - b. The **second** point is that the purpose of the Article 18 financial arrangements, which was the “*relocation of individuals under this Agreement*”, had fallen away. This is to focus exclusively on the Agreement’s benefit to the UK and to treat the benefit that Rwanda was promised as being of no relevance. The ETIF payments were a key component of that benefit. Their purpose was to assist Rwanda in achieving its Vision 2050 and NST 1, as part of the Parties’ “*migration partnership to support sustainable and inclusive economic growth within Rwanda, and improve the conditions of the existing refugee population and host communities*”.⁴⁰ The UK ignores this important purpose.
23. The UK also overlooks two far more relevant points of context. The **first** is that Rwanda had invested significant funds in the implementation of the MEDP.⁴¹ It follows that Rwanda would wish to ensure that any replacement financial arrangements adequately took this into account. The **second** point is related to the first. The UK had undertaken to pay Rwanda £100 million in 2025 and 2026. That is a significant sum of money to any developing State such as Rwanda. It follows that Rwanda would not give up that sum for no good reason.
24. The UK then identifies a series of factors arising from the circumstances of the Parties’ exchange of Notes in November. None of them assists it.
25. The **first** point is that the Parties agreed to remove language expressing that the

³⁹ J. Barrett and R. Beckman, *Handbook on Good Treaty Practice* (2020), p. 258, **CLA-8**.

⁴⁰ 2024 Finance Note, para. 1.5, **C-22**.

⁴¹ Statement of Claim, paras 48-55.

exchange of Notes was not legally binding.⁴² Rwanda accepts that it suggested the deletion of this language from the original draft of the November Note Verbale. However, as mentioned above, that draft was put forward by Rwanda in a very different context: at that time, Rwanda assumed that the target of the negotiations was a formally revised Finance Note in exchange for a binding diplomatic visa arrangement. More to the point, that UK draft was abandoned in early November 2024. In any event, the fact that the Parties may have intended the arrangement to be legally binding if agreed does not assist the Tribunal in answering the key question before it, which is whether Rwanda in fact agreed to it.

26. The **second** point is that the termination of the obligation to make ETIF payments was a “*core focus*” of the Parties’ exchanges.⁴³ Rwanda accepts that it was clear that the UK sought the removal of its payment obligations. Again, the question is whether Rwanda ultimately agreed to that.
27. The **third** point is, as Rwanda understands it, that the Parties appreciated that the ETIF payments would be terminated; the only question was whether it would be effected by an exchange of notes verbales or by termination (for which the UK contended it needed domestic legislation).⁴⁴ Rwanda accepts that the UK made repeated reference to its internal issues arising from its “*legislative pressures*”, but the UK cannot rely on its domestic law to avoid an international obligation. Ultimately, it was still a matter for Rwanda whether or not to agree to a binding amendment of the 2024 Finance Note.
28. The **fourth** point is that all of the draft texts proceeded on the basis that the ETIF payments would be removed.⁴⁵ Rwanda agrees that the early drafts of the November Note Verbale proceeded on that premise. There are two relevant points. The **first** is that the drafts were merely that: drafts. The relevant question is whether they were agreed. The **second** point is that these drafts were exchanged in a very different context. As explained above, the original proposal was that Rwanda would forgo the ETIF payments “*in exchange for a diplomatic visa waiver agreement*”.⁴⁶ That, however, was not agreed. As a result, the original drafts were abandoned in favour of a “*political NV*”, as the UK described it, with an accompanying technical annex.⁴⁷

⁴² Statement of Defence, paras 141-142.

⁴³ Statement of Defence, para. 143.

⁴⁴ Statement of Defence, paras 144-145.

⁴⁵ Statement of Defence, para. 146.

⁴⁶ Email from Minister Nduhungirehe to Minister Ugirashebuja and others, 9 October 2024, **C-44**.

⁴⁷ Email from Ms Stockill to Ms Nyinawumuntu and others, 6 November 2024, **R-29**, with attachments at **R-30**

29. The **fifth** point is that the UK's proposal to terminate the ETIF payments was unconditionally agreed.⁴⁸ It acknowledges that there was a proposal on the table to extend diplomatic visa arrangements to Rwandan officials but that "*there was no indication that termination of the ETIF payment obligations was to be conditional on those visa arrangements being concluded*".⁴⁹ This is flatly wrong. The UK's initial proposal was precisely conditional on the diplomatic visa waiver agreement being concluded. As noted above, Rwandan officials contemporaneously recorded that the termination of the ETIF payments was "*in exchange for a diplomatic visa waiver agreement*"⁵⁰ and UK officials described the issues as "*inextricably interlinked*".⁵¹
30. The **sixth** point is that the Parties' communications reflected that the exchange of Notes Verbales would definitively dispose of the issue of the ETIF payments.⁵² The email correspondence between officials to which the UK refers says nothing about the ETIF itself. Instead, it is focused on the finalisation of the Notes Verbales. The fact that the UK was "*keen to get this agreed as soon as possible*" is merely illustrative of the pressure that the UK was seeking to apply on Rwanda. The fact that Rwanda wished to "*conclude on the matter*" does not indicate that it supplied its consent to be bound by the UK's Note Verbale. It merely suggests that Rwanda wanted to bring the negotiations on the text of the Notes to a successful conclusion from its perspective.

Subsequent conduct

31. The UK further relies on the Parties' subsequent conduct to conclude that they reached a binding amendment agreement.⁵³ But the subsequent conduct by the Parties is neither "*clear and consistent over a sustained period of time*" nor does it "*provide[s] indications that the Parties intended to be legally bound*".⁵⁴
32. The UK first refers to its own conduct: an email where an official references the Note Verbales having been "*agreed and signed*" and the fact that the UK did not pass legislation to repeal the relevant domestic statute. The fact that an official referred to the November Note Verbale as having "*agreed*" does not advance matters. A text

and **R-31**.

⁴⁸ Statement of Defence, para. 147.

⁴⁹ Statement of Defence, para. 147(a).

⁵⁰ Email from Minister Nduhungirehe to Minister Ugirashebuja and others, 9 October 2024, **C-44**.

⁵¹ Email from Mr Williams to Mr Brocklehurst and others, 3 October 2024, **R-15**.

⁵² Statement of Defence, para. 149.

⁵³ Statement of Defence, para. 152.

⁵⁴ *Land and Maritime Delimitation and Sovereignty over Islands (Gabon/Equatorial Guinea)*, Judgment, ICJ, 19 May 2025, paras. 73 and 83, **RLA-34**.

self-evidently was arrived at; the question is whether Rwanda expressed its consent to be bound. In circumstances where it was merely a “*political NV*” Rwanda did not do so. Further, the UK’s own legislative affairs are a matter for it: a State cannot declare a treaty to be “*dead and buried*”, yet do nothing to terminate it for over 17 months and still seek to escape its legal consequences. It is apparent that the UK was very keen to get its own domestic legislation in order. It should have proceeded with a similar degree of care and circumspection in respect of its treaty obligations.

33. The UK next refers to the Parties’ discussions in January and February 2025. Rwanda agrees that the Parties did not “*continue to discuss ... financial arrangements related to termination*”, as the technical annex had proposed. It was in precisely those circumstances that Rwanda proclaimed in its note verbale on 25 February 2025 that the arrangements set out in that annex were no longer “*acceptable to the Government of the Republic of Rwanda*”.⁵⁵ The deal that Rwanda thought it would be negotiating with the UK appeared no longer to be on the table.
34. As to that February Note Verbale, the UK places much emphasis on Rwanda’s use of the word “*rescind*”. It infers from that language that Rwanda considered the technical annex to be a legally binding amendment. But a party can rescind a legally binding agreement as much as it can rescind a non-legally binding one, a political offer, or its own previous statement. All that the use of the term “*rescind*” signifies is that Rwanda was no longer prepared to consider certain arrangements as even capable of being accepted, and that it was at that point unwilling to continue to negotiate on that basis.
35. The UK’s final point is that the Parties’ July and August 2025 exchanges did not reference the ETIF payments. This is not surprising. By 6 March 2025, the UK had informed Rwanda that “*no further payment of the [ETIF] funds will be paid under the Finance Note*”.
36. Drawing all those threads together, the UK is unable to establish – whether by the text of the November Notes Verbales, by the circumstances surrounding their exchange or by the Parties’ subsequent conduct – that the two Notes “*reflect an identical position*”,⁵⁶ or that Rwanda gave its consent to be bound by the UK’s respectful request. The UK can give no adequate explanation for Rwanda’s evident choice not to “*acknowledge and agree*” the UK’s request to avoid the ETIF payments,

⁵⁵ Rwanda’s Note Verbale No. 1499/09.16/North.E/25, 25 February 2025, C-31.

⁵⁶ *Obligation to Negotiate Access to the Pacific Ocean (Bolivia v. Chile)*, Judgment, ICJ Reports 2018, p. 507, para. 117, CLA-4.

nor for Rwanda's careful omission of the key language that the Parties had previously used to conclude a reply note verbale when concluding a binding agreement. The only valid explanation is that Rwanda did not wish to give its consent. This is unsurprising. The UK's "*reques[t]*" was ultimately made in a purely "*political NV*". There was no need to provide that consent. Nor can the UK explain another critical point: when, due to time pressure, the UK insisted on a simplified approach, it proposed markedly different wording for its initiating Note Verbale ("*it is hereby agreed*"...) and plainly expected Rwanda to mirror the UK's wording in the reply Note Verbale. Yet, having secured neither of those outcomes, the UK now insists on characterising the position as though it had.

37. If, however, the Tribunal finds the exchange of November Notes Verbales give rise to a binding amendment agreement, Rwanda's position remains that its use of the word "*acceptable*", without more, merely signalled Rwanda's willingness to continue to negotiate on the UK's proposals in the technical annex, with paragraph 1 and paragraph 2 thereof being interdependent.

Preclusion

38. The UK's alternative argument is that Rwanda is precluded from enforcing the 2024 Finance Note. This is on the basis that Rwanda represented that the arrangements set out in the technical annex were "*acceptable*" to it.⁵⁷ This argument is hopeless. The doctrine of estoppel requires "*clear and consistent acceptance*".⁵⁸ If Rwanda's language of "*acceptance*" is too ambiguous to give rise to a treaty obligation, there is no basis on which it can possibly give rise to an estoppel. The doctrine of estoppel does not add anything to the treaty analysis. In any event, the Parties went through several drafts, and Rwanda rejected the UK's proposed terms on several occasions. This confirms that there was anything but clear and consistent acceptance.

Year 3 payment

39. The UK contends that the "*Year 3*" payment due within 10 days of 13 April 2026 is not payable due to the Agreement's termination on 16 March 2026.⁵⁹ It advances three arguments.
40. The **first** is that, by operation of Article 70(1)(a) of the VCLT, the UK will be

⁵⁷ Statement of Defence, para. 155.

⁵⁸ *Delimitation of the Maritime Boundary in the Gulf of Maine Area (Canada/United States)*, Judgment, ICJ Reports 1984, p. 246, para. 145, **RLA-7**.

⁵⁹ Statement of Defence, paras 159-168.

automatically released from any obligation to perform the 2024 Finance Note by virtue of the termination of that treaty under paragraph 5.1. However, that provision only applies “[u]nless the treaty otherwise provides”. The treaty does otherwise provide; it contains its own provisions setting out the consequences of termination in paragraphs 5.1-5.3. In any event, Article 70(1)(b) makes clear that it does not affect any rights that have been created prior to termination. Rwanda’s position is that the obligation to pay the 2026 tranche of the ETIF has already crystallised.

41. The **second** argument responds to Rwanda’s reliance on paragraph 5.2 of the 2024 Finance Note. This provides that, after termination, “*no payments of the [ETIF] will be payable for subsequent years*”. The UK’s case is that a “*Year*” for the purposes of the 2024 Finance Note commences on April 13. This has the consequence that the 2026 tranche of the ETIF is in a “*subsequent year*” and is not payable as a result. Rwanda disagrees. If the Parties had intended to refer to “*Year 1*”, “*Year 2*” or “*Year 3*”, they would have used that specific language, or at least capitalised the reference to “*year*”. They did not. In those circumstances, “*year*” should take its ordinary meaning, which is a calendar year. As the UK points out,⁶⁰ this is consistent with the definition of “*year*” in Article 1.1(o) of the Agreement, which is understood to have the same meaning in the 2024 Finance Note.⁶¹
42. The **third** argument is that, even if Rwanda is right that “*year*” for the purposes of paragraph 5.2 refers to a calendar year, that paragraph does not oblige the UK to make payment to Rwanda in the event of termination. This is because it only addresses “*subsequent years*” and says nothing about payment in the current calendar year. This is a bad point. It is an obvious implication from paragraph 5.2 that payments due in the current year remain payable. Otherwise, there would be no need to stipulate that payments in subsequent years were *not* payable.
43. Accordingly, the UK remains obliged to pay its Year 3 payment of £50 million within 10 days of 13 April 2026, and the fact that the date of payment falls due after the termination of the treaty cannot extinguish that obligation.

B. ARTICLE 18

44. The breach of Article 18 would be a live issue only in the event of the Tribunal concluding that the obligation to pay in the 2024 Finance Note was extinguished with binding effect in November 2024. Even in that scenario, it is not in dispute that the

⁶⁰ Statement of Defence, para. 164(c).

⁶¹ 2024 Finance Note, para. 1.1, C-22.

obligations under Article 18 remained fully in force.

45. The Parties, however, disagree on the content of the obligation under Article 18.
46. **First**, the UK accepts that it was bound to negotiate financial arrangements.⁶² But it equivocates on the question of whether the obligation to make arrangements, in both Article 18 and Article 19, is an ‘obligation of result’.⁶³ The UK relies on *Pulp Mills* and *Marshall Islands* in support of its position.⁶⁴ These authorities are unavailing. The wording of the obligations in those cases is different. Moreover, it is clear that an obligation to achieve a specific outcome (here, the “*making*” of “*arrangements*”) is an ‘obligation of result’.⁶⁵
47. **Second**, Rwanda accepts that if the UK is right that the November Notes Verbales effected a binding amendment of the 2024 Finance Note, then the UK’s obligation to implement the arrangements would not be engaged. This is because there would be no arrangements to implement.
48. However, in such a case, the UK remained under an obligation to establish financial arrangements by engaging in constructive negotiations. This is particularly so where the instrument which purportedly amended the arrangements confirmed that the Parties would “*continue to discuss financial arrangements related to termination ... so as to achieve agreement on these issues as soon as possible*”.⁶⁶ As the UK positively avers,⁶⁷ there were no financial discussions in the months following the alleged termination of the arrangements in November 2024.
49. **Third**, Rwanda does not allege that there was a separate obligation to maintain financial arrangements once made. Rwanda’s case is that Article 18 contains the two aspects that it identified in its Statement of Claim.⁶⁸ What it does say, however, is that the obligation to establish arrangements is more than a “*mere formality*”.⁶⁹ It requires that the arrangements have substantive effect. Whilst the Parties are at perfect liberty to amend them, some essential content must remain in place, such that

⁶² Statement of Defence, para. 103(b).

⁶³ Statement of Defence, para. 103(c) on Article 18, and paras. 172-175 on Article 19.

⁶⁴ Statement of Defence, paras. 172-173.

⁶⁵ See *Legality of the Threat or Use of Nuclear Weapons*, Advisory Opinion, ICJ Reports 1996 (I), p. 226, pp. 263–264, para. 99, **CLA-13**.

⁶⁶ UK’s Note Verbale 182/2024, 13 November 2024, para. 2, **C-29**.

⁶⁷ Statement of Defence, para. 152(b).

⁶⁸ Statement of Claim, para. 97.

⁶⁹ *Obligations of States in Respect of Climate Change*, ICJ, Advisory Opinion, 23 July 2025, para. 208, **CLA-22**.

financial arrangements can be said to exist. Contrary to the UK's case,⁷⁰ maintaining minor procedural obligations in the 2024 Finance Note does not suffice.

IV. ARTICLE 19

50. Rwanda turns to the obligation “*to make arrangements for the [UK] to resettle a portion of Rwanda's most vulnerable refugees in the [UK]*” in Article 19.

A. THE LEGAL FRAMEWORK

51. There is a great degree of common ground between the Parties on the content of the obligation in Article 19. The Parties agree that:

- a. The Parties are each subject to a duty to “*make arrangements*”.⁷¹
- b. There is no temporal restriction relevant to the discharge of the Parties' obligations.⁷²
- c. Article 19 requires the Parties to negotiate in good faith with a view to reaching agreement on the relevant arrangements.⁷³
- d. A Party will discharge that obligation if it made genuine efforts to advance discussions on the arrangements.⁷⁴
- e. The fact that no arrangements have been made does not itself give rise to a breach of Article 19.⁷⁵

52. However, Rwanda does not accept that the Tribunal, when assessing whether a party has breached this obligation, must first ascertain whether its counterparty had itself sought to begin negotiations. The UK cites no authority for this proposition.⁷⁶ The UK simply asserts it. But as it happens, it makes no difference in this case, because Rwanda *did* seek to instigate negotiations.

53. Rwanda further does not accept that Article 19 did not include an obligation to perform any arrangements made in good faith. This, too, is academic, as the UK observes,⁷⁷ because no arrangements were in fact made.

⁷⁰ Statement of Defence, para. 111.

⁷¹ Statement of Defence, para. 172.

⁷² Statement of Defence, para. 176.

⁷³ Statement of Defence, para. 178.

⁷⁴ Statement of Defence, para. 181.

⁷⁵ Statement of Defence, para. 184.

⁷⁶ Statement of Defence, para. 181.

⁷⁷ Statement of Defence, para. 183.

B. BREACH OF ARTICLE 19

54. The question before the Tribunal is whether or not the UK made genuine efforts to advance discussions on the arrangements.
55. The UK essentially advances two points.
56. The **first** is that Rwanda's letter of 24 March 2025 was not a genuine attempt to trigger negotiations. This is because Rwanda's demand that the "*Joint Committee urgently finalize arrangements for the resettlement of refugees in the UK*" was made in the context of a referral under Article 22(1) of the Agreement, and that the Joint Committee did not have the power to finalise such arrangements in any event.⁷⁸
57. This is a bad point. Article 16(2) of the Agreement, from which the UK quotes selectively, provides that the role of the Joint Committee "*shall be to: (a) monitor and review the application and implementation of this Agreement...*". The Joint Committee was thus an entirely appropriate forum in which to raise this issue.
58. In Rwanda's submission, the nature of its demand in its 24 March letter was clear and unambiguous. Rwanda first observed that the UK was bound to settle a portion of Rwandan refugees. It then contended that "*the UK has failed to take any concrete action to fulfill its obligations under the Agreement*". Against that background, it called for the arrangements under Article 19 to be "*urgently finalize[d]*". That obviously required the UK to enter into negotiations with Rwanda. No other inference can sensibly be drawn.
59. The UK's **second** point is that the response in its letter of 1 April 2025 does not establish a refusal to negotiate.⁷⁹ Rwanda firmly disagrees. The UK made essentially two remarks in that letter, each of which signalled an unequivocal refusal to take any steps under Article 19.
- a. The **first** was to contend that Article 19 "*does not place a binding legal obligation on the UK to resettle refugees from Rwanda to the UK as such arrangements have not been made*". This overlooks the binding obligation that the UK *did* have under Article 19 at that stage: as the UK has now accepted,⁸⁰ it was obliged to negotiate arrangements to resettle refugees. By its silence, the UK appears to deny that it was subject to *any* binding obligation under Article 19. At

⁷⁸ Statement of Defence, para. 193.

⁷⁹ Statement of Defence, para. 195.

⁸⁰ Statement of Defence, para. 178.

the very least, there is certainly no recognition that the UK had a duty to negotiate, or that it was ready and willing to perform it. Instead, the UK's response to Rwanda's request to "*finalize*" resettlement arrangements, and thereby to enter into the necessary discussions, was to stonewall.

- b. The UK's **second** remark was to refer to its Note Verbale of 8 July 2024, in which it notified Rwanda that no removals were scheduled and that the UK intended to terminate the Agreement. The UK then confirmed that steps were being taken to terminate the Agreement and that no further individuals would be relocated under the MEDP. The only reason to draw Rwanda's attention to those well-known facts was to indicate that the UK refused to progress matters under Article 19 in circumstances where the MEDP was being brought to an end. Again, it is clear from this that the UK intended to take no step under Article 19.

C. REPARATION

- 60. The UK has also contested Rwanda's claim for compensation in the modest sum of £6 million.
- 61. **First**, the UK points out that the ICJ has refrained from awarding compensation for breach of the obligation to negotiate, citing one example.⁸¹ This is said to be consistent with the ICJ's approach that it is not for it to determine the final result of the parties' negotiations. Indeed, in the UK's view, it will not be possible to identify any losses that were caused by the breach of a duty to negotiate, as the counter-factual is insufficiently certain.⁸² That may well be so in general terms, but these difficulties are far less acute when the obligation in question is an 'obligation of result'. It is clear, for the purposes of the counter-factual, that an agreement to resettle Rwandan refugees would have been reached; the only question is how many refugees would have been resettled.
- 62. **Second**, as to that question, the UK criticises the evidence that Rwanda has put before the Tribunal, both in terms of the estimated number of affected refugees and the cost associated with their continued residence in Rwanda.⁸³ The UK has adopted an intransigent position. Instead of proposing an alternative methodology or quantum, the UK denies that Rwanda has any entitlement to compensation whatsoever,

⁸¹ Statement of Defence, para. 208.

⁸² Statement of Defence, paras 209-210.

⁸³ Statement of Defence, para. 211(a)-(b).

describing Rwanda's approach as "*based on pure speculation*".⁸⁴ This is not so. Rwanda's claim to compensation is founded on the terms of the 2024 Finance Note itself, as well as evidence as to its resettlement agreements with third States between 2020 and 2024.⁸⁵ Rwanda has been candid that the "*costs are not capable of straightforward assessment*", so it has sought to provide a "*reasonable proxy for them*".⁸⁶ In those circumstances, the UK's criticisms as to the precise application of the relevant terms of the 2024 Finance Note fall flat. They are intended to be applied by analogy.

63. Further, Rwanda recalls that its request for relief includes the award of any "*further or other relief as the Tribunal considers appropriate*".⁸⁷ Should the Tribunal consider that Rwanda's proposed method of damages assessment is not appropriate in the circumstances, Rwanda would respectfully invite the Tribunal to order the Parties to discuss and agree the terms of such compensation based on the Tribunal's findings on Article 19, and report to the Tribunal should they be unable to reach agreement.
64. The UK also rejects Rwanda's alternative request for an apology. This is on the basis that it is inappropriate for an international court or tribunal to order that one be conveyed.⁸⁸ To the contrary, an apology is a well-established form of satisfaction.⁸⁹ Even though it is not regularly awarded, it is perfectly open to this Tribunal to do so. This is particularly in circumstances where the UK does not challenge the basis on which Rwanda considers itself to be rightly aggrieved by the UK's conduct.⁹⁰

V. PRAYER FOR RELIEF

65. Rwanda respectfully reiterates the request for relief set out in paragraph 111 of the Statement of Claim.

Respectfully submitted,



Dr. Emmanuel Ugirashebuja, Minister of Justice/Attorney General

⁸⁴ Statement of Defence, para. 211.

⁸⁵ Rwandan Government, 'Refugee Resettlement Rwanda to Third Countries', 2020-2024, **C-39**.

⁸⁶ Statement of Claim, para. 110(b).

⁸⁷ Statement of Claim, para. 111(i).

⁸⁸ Statement of Defence, para. 213.

⁸⁹ ILC, 'Articles on the Responsibility of States for Internationally Wrongful Acts, with commentaries' (2001), Article 37(2), **CLA-16**. See, for example, *The Rainbow Warrior Affair*, 30 April 1990, XX RIAA 215, **CLA-18**.

⁹⁰ Statement of Claim, para. 110(e).