

IN THE MATTER OF AN ARBITRATION UNDER THE 2012 RULES OF THE  
PERMANENT COURT OF ARBITRATION

BETWEEN:

**THE REPUBLIC OF RWANDA**

Claimant

-AND-

**THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND**

Respondent

---

**NOTICE OF ARBITRATION**

**24 November 2025**

---

## Table of Contents

<b>I.</b>	<b>INTRODUCTION</b> .....	<b>2</b>
<b>II.</b>	<b>THE PARTIES</b> .....	<b>2</b>
	A. THE CLAIMANT .....	2
	B. THE RESPONDENT .....	3
<b>III.</b>	<b>BACKGROUND TO THE DISPUTE</b> .....	<b>3</b>
	A. THE AGREEMENT .....	3
	B. THE FINANCE NOTE .....	4
	C. DEVELOPMENTS SINCE JULY 2024.....	5
	D. CONSULTATIONS BETWEEN THE PARTIES .....	8
<b>IV.</b>	<b>BREACHES OF THE AGREEMENT BY THE UK</b> .....	<b>9</b>
	A. BREACH OF ARTICLE 18 AND THE FINANCE NOTE .....	9
	B. BREACH OF ARTICLE 19 .....	9
<b>V.</b>	<b>ARBITRATION AGREEMENT</b> .....	<b>10</b>
<b>VI.</b>	<b>APPOINTMENT OF ARBITRATOR</b> .....	<b>11</b>
<b>VII.</b>	<b>CONSTITUTION OF THE TRIBUNAL</b> .....	<b>11</b>
<b>VIII.</b>	<b>OTHER PROCEDURAL MATTERS</b> .....	<b>12</b>
<b>IX.</b>	<b>PRAYER FOR RELIEF</b> .....	<b>13</b>

## **I. INTRODUCTION**

1. The Republic of Rwanda (*Rwanda*) submits this Notice of Arbitration (the *Notice*) in accordance with 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*) and Article 3 of the 2012 Arbitration Rules of the Permanent Court of Arbitration (the *PCA Rules*). The Respondent is the United Kingdom of Great Britain and Northern Ireland (the *UK* and together with the Claimant, the *Parties*).
2. A dispute has arisen between Rwanda and the UK in respect of the UK's compliance with certain obligations under the Agreement. In accordance with Article 22(1) and 22(2) of the Agreement, the Parties sought to settle this dispute through consultations in the Joint Committee and, subsequently, at the political level, but they were unable to reach a resolution. Accordingly, Rwanda hereby requests that the dispute be referred to arbitration under Article 22(3).
3. This Notice is accompanied by twelve Annexes, which are being transmitted with it. On the same day the Notice is filed, Rwanda will deliver the Notice to the UK by transmitting it (and its Annexes) both to the UK representative specified below and through diplomatic channels.

## **II. THE PARTIES**

### **A. THE CLAIMANT**

2. The Claimant is the Republic of Rwanda.
3. For purposes of these proceedings, Rwanda has appointed Dr. Emmanuel Ugirashebuja, Rwandan Minister of Justice and Attorney General, as its Agent. Dr. Ugirashebuja can be contacted as follows:

Dr. Emmanuel Ugirashebuja  
Ministry of Justice  
P.O. Box 160, Kigali, Rwanda  
Tel: [REDACTED]  
Email: [REDACTED]

4. The Claimant is represented in this arbitration by:

Lord Verdirame KC  
Ms Belinda McRae  
Twenty Essex  
20 Essex Street  
London WC2R 3AL  
United Kingdom

Tel: [REDACTED]

Email: [REDACTED]  
[REDACTED]

5. All communications for the purposes of the arbitration should be sent by email to the Agent and to the Claimant's counsel.

#### **B. THE RESPONDENT**

6. The Respondent is the United Kingdom of Great Britain and Northern Ireland. Matters in relation to the Agreement fall under the responsibility of Mr Daniel Hobbs, Co-Chair of the Joint Committee of the Migration and Economic Development Partnership. Mr Hobbs' contact details are as follows:

Mr Daniel Hobbs  
Director General for Migration and Borders Group  
Home Office  
2 Marsham Street  
London  
SW1P 4DF  
Email: [REDACTED]

### **III. BACKGROUND TO THE DISPUTE**

#### **A. THE AGREEMENT**

7. On 5 December 2023, the Parties concluded the Agreement.<sup>1</sup> The partnership was known as the Migration and Economic Development Partnership, or "*MEDP*". The Agreement entered into force on 25 April 2024, the date on which, pursuant to Article 24, the UK notified Rwanda that its internal procedures for entry into force were completed.
8. The objectives of the Agreement are set out in Article 2 of the Agreement.

---

<sup>1</sup> The Agreement, 5 December 2023, **Annex 1**.

Article 2(1) provides that the Agreement’s overarching objective 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*”; Article 2(2) adds that, to that end, the “*Agreement commits both Parties ... to the creation, maintenance and enforcement of a partnership for dealing with Relocated individuals...*”.

9. The Agreement’s objective is secured by the establishment of three mechanisms under Article 2(3):
  - a. The relocation to Rwanda of asylum seekers whose claims are not being considered by the UK, with their claim for protection to be determined in Rwanda;
  - b. The relocation to Rwanda of other individuals arriving illegally in the UK and providing an option for people who desire asylum or protection to make a claim in Rwanda, or for alternative settlement in Rwanda for those whose asylum claim has been refused in Rwanda; and
  - c. The settlement of relocated individuals removed from the UK to Rwanda and providing them with tools to successfully integrate in Rwandan society.
10. Article 18 deals with financial arrangements under the Agreement. It provides that “*[t]he Parties shall make financial arrangements in support of the relocation of individuals under this Agreement*”.
11. Article 19 deals with the resettlement of vulnerable refugees to the UK. It provides that “*[t]he Parties shall make arrangements for the United Kingdom to resettle a portion of Rwanda’s most vulnerable refugees in the United Kingdom*”.

## **B. THE FINANCE NOTE**

12. On 20 June 2024, the UK High Commission in Rwanda sent a Note Verbale (NV 101/2024). In that Note Verbale, the High Commission proposed certain financial arrangements “*for the purpose of confirming our joint understanding*

*of Article 18 of the Agreement” (the **Finance Note**).*<sup>2</sup>

13. In accordance with paragraphs 1.4 and 1.5 of the Finance Note, the Parties agreed to two funding streams under the Agreement. The second funding stream is at issue in this dispute. It is the “*Economic Transformation and Integration Fund*” (the **ETIF**), which aims to support Rwanda to achieve its “*Vision 2050*” and “*National Strategy for Transformation I*”. The Parties agreed that this funding would “*support sustainable and inclusive economic growth within Rwanda and to improve the conditions of the existing refugee population and host communities*”.
14. Paragraph 2.3.1 of the Finance Note set out the payment schedule for payments for the ETIF. There were to be annual payments of £50 million in each of Years 1, 2 and 3.
15. Paragraph 2.3.2 recorded that the Year 1 payment has already been paid, whereas “*Year 2 and year 3 payments will be due annually within 10 days of 13<sup>th</sup> April in each year.*”
16. On 21 June 2024, the Rwandan Ministry of Foreign Affairs and International Cooperation (the **Ministry**) sent a Note Verbale (No. 051/9.16/North.E/24)<sup>3</sup> in response to the UK’s Note Verbale 101/2024 and Finance Note. The Ministry referenced the UK’s initiating Note Verbale as setting out “*the joint understanding of the meaning of Article 18*”. The Ministry then expressed its agreement in the following customary terms: “*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*”.

### **C. DEVELOPMENTS SINCE JULY 2024**

17. On 6 July 2024, the new UK Prime Minister, Sir Keir Starmer, announced that

---

<sup>2</sup> The Finance Note, 20 June 2024, **Annex 2**.

<sup>3</sup> Rwanda’s Note Verbale No. 051/9.16/North.E/24, 21 June 2024, **Annex 3**.

the MEDP was “*dead and buried*” on his first full day in office.<sup>4</sup> The Rwandan Government received no advance notice of the UK’s intention to terminate the MEDP.

18. On 8 July 2024, the Ministry sent a Note Verbale No. 068/09.01/CAB.PS/24<sup>5</sup> referring to the public statements of the UK Prime Minister and Home Secretary in relation to the MEDP. The Ministry observed that no formal communication has been received from the UK Government regarding the termination of the Agreement, even though Rwanda had a legitimate expectation to be consulted in advance, “*in the spirit of the partnership that has always characterized the MEDP*”.
19. On the same day, the UK High Commission to Rwanda sent Note Verbale NV 111/2024,<sup>6</sup> in which it informed the Ministry that “[f]ollowing the change of His Majesty’s Government ... no future removals of individuals to Rwanda under the [MEDP] are scheduled or intended to be scheduled”. It further notified the Ministry that the UK would be “*considering the issue of formal termination of the treaty under Article 23 in due course*”.
20. On 13 November 2024, the UK High Commission to Rwanda sent Note Verbale NV 182/2024.<sup>7</sup> In that Note Verbale, the UK notified Rwanda that it “*intends to formally terminate the MEDP Treaty*”. The Note Verbale further provided as follows: “[i]n this context, and in anticipation of the formal termination of the Agreement, the Government of the [UK] respectfully requests that [Rwanda] forgo any additional payments under the [ETIF]. This request is supported by the annexed technical Not[e] Verbale”.
21. The Technical Annex to the Note Verbale included the following relevant proposals from the UK “*in anticipation of the formal termination of the Agreement*”:

*“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*

---

<sup>4</sup> BBC News, “Starmer confirms Rwanda deportation plan ‘dead’”, 6 July 2024, available at <https://www.bbc.co.uk/news/articles/cz9dn8erg3zo>, **Annex 4**.

<sup>5</sup> Rwanda’s Note Verbale No. 068/09.01/CAB.PS/24, 8 July 2024, **Annex 5**.

<sup>6</sup> UK’s Note Verbale NV 111/2024, 8 July 2024, **Annex 6**.

<sup>7</sup> UK’s Note Verbale NV 182/2024, 13 November 2024, **Annex 7**.

*paid and that the Finance Note is accordingly amended.*

*2. That Rwanda and the United Kingdom continue to discuss arrangements for formal termination of the Agreement including financial arrangements related to termination ... so as to reach an agreement on these issues as soon as possible”.*

22. On 14 November 2024, the Ministry responded to the UK’s proposal in Note Verbale No. 8520/09.16/North.E/24<sup>8</sup> noting the UK’s “*intention ... to formally terminate*” the Agreement as well as its “*reques[t]*” that Rwanda forgo additional payments. The Ministry then stated: “*The Ministry of Foreign Affairs and International Cooperation has the further honor to confirm that the proposed arrangements are acceptable to the Government of the Republic of Rwanda*”.
23. This response to the UK’s NV 182/2024, taken together with the UK’s NV, did not effect a binding amendment to the Finance Note. This is because it failed to satisfy the conditions for a valid exchange of notes set down in Article 13 of the Vienna Convention of the Law of Treaties. Instead, the Rwandan Government’s confirmation that the proposed arrangements were “*acceptable*” merely conveyed Rwanda’s willingness in principle to agree to those arrangements in the event of the termination of the Agreement and once appropriate substitute arrangements were in place.
24. The fact that Rwanda was not prepared to agree, in November 2024, to a binding amendment of the Finance Note is hardly surprising given that the context for these non-binding exchanges was the “*anticipation of the formal termination of the Agreement*”. Furthermore, paragraph 2 of the Technical Annex to the UK’s Note Verbale 182/2024 provided that “*Rwanda and the United Kingdom [would] continue to discuss arrangements for formal termination of the Agreement including financial arrangements related to termination*”.
25. However, those discussions did not take place. Nor was the Agreement formally terminated. In the circumstances, on 25 February 2025, the Ministry informed the UK that the arrangements outlined in the Technical Annex were no longer “*acceptable to the Government of the Republic of Rwanda*” (see Rwanda’s NV

---

<sup>8</sup> Rwanda’s Note Verbale No. 8520/09.16/North.E/24, 14 November 2024, **Annex 8**.

No. 1499/09.16/North.E/25<sup>9</sup>).

26. On 6 March 2025, the UK High Commission to Rwanda sent Note Verbale NV 032/2025.<sup>10</sup> The UK reconfirmed that it intended to formally terminate the Agreement and that steps were being taken to effect termination. It stated that “no further payment of the Economic Development Partnership funds will be paid under the Finance Note”.

27. On 24 March 2025, the Ministry sent a letter<sup>11</sup> to the UK where it referred to the previous exchanges and noted the following:

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

...

*Given the absence of mutual agreement to amend the Agreement and the UK’s failure to discharge its financial obligations, Rwanda asserts that the ETIF payment remains legally due.”*

28. As of the date of the filing of this Notice, the Agreement remains in force. The UK has not sought to terminate the Agreement under Article 23(5) or otherwise.

#### **D. CONSULTATIONS BETWEEN THE PARTIES**

29. On 24 March 2025, the Rwandan Co-Chair of the Joint Committee established under Article 16 of the Agreement (the **Joint Committee**), Ms Clementine Mukeka, wrote to the UK Co-Chair of the Joint Committee, Mr Daniel Hobbs.<sup>12</sup> Rwanda set out its position that the ETIF payment of £50 million remained due and payable under the Finance Note and that the UK is bound to resettle a portion of Rwanda’s most vulnerable refugees under the Agreement. Rwanda referred both the dispute concerning the ETIF payment and the UK’s resettlement obligations to the Joint Committee, and invited it to convene within 14 days pursuant to Article 22(1) of the Agreement.

30. On 16 April 2025, the Joint Committee met, but was unable to resolve the

---

<sup>9</sup> Rwanda’s Note Verbale No. 1499/09.16/North.E/25, 25 February 2025, **Annex 9**.

<sup>10</sup> UK’s Note Verbale NV 032/2025, 6 March 2025, **Annex 10**.

<sup>11</sup> Letter from Ms Clementine Mukeka to Mr Daniel Hobbs, 24 March 2025, **Annex 11**.

<sup>12</sup> Letter from Ms Clementine Mukeka to Mr Daniel Hobbs, 24 March 2025, **Annex 11**.

Parties' dispute.

31. On 30 April 2025, Ms Mukeka again wrote to Mr Hobbs, requesting that settlement of the Parties' dispute be sought at a political level in accordance with Article 22(2) of the Agreement.<sup>13</sup>
32. On 4 June 2025, Gen. (Rtd.) James Kabarebe (the Rwandan Minister of State for Foreign Affairs in Charge of Regional Cooperation) and Dr. Emmanuel Ugirashebuja (Rwandan Minister of Justice and Attorney General), on the Rwandan side, and the Rt Hon Lord Hanson (UK Minister of State, Home Office), on the British side, met for political consultations pursuant to Article 22(2) of the Agreement. They were unable to resolve the Parties' dispute.

#### **IV. BREACHES OF THE AGREEMENT BY THE UK**

##### **A. BREACH OF ARTICLE 18 AND THE FINANCE NOTE**

33. As set out above, Article 18 of the Agreement, together with the joint understanding thereof as agreed by the Parties and recorded in paragraph 2.3.2 of the Finance Note, obliged the UK to pay Rwanda £50 million within 10 days of 13 April 2025 as part of the ETIF stream of payments. The Agreement was in force as at that date, as was paragraph 2.3.2 of the Finance Note for the reasons explained above. However, the UK made no payment in respect of Year 2 and indicated that it will not make any payment in respect of Year 3. The UK thereby breached Article 18 of the Agreement and paragraph 2.3.2 of the Finance Note.
34. Alternatively, if the Technical Annex to the UK Note Verbale NV 182/2024 is found to have amended the Finance Note with binding effect, Rwanda will argue that its agreement to forgo those payments was contingent on the Agreement's termination and on discussions about financial arrangements relating to termination reaching a satisfactory conclusion.

##### **B. BREACH OF ARTICLE 19**

35. Article 19 of the Agreement obliged the parties "*to make arrangements*" to

---

<sup>13</sup> Letter from Ms Clementine Mukeka to Mr Daniel Hobbs, 30 April 2025, **Annex 12**.

resettle a portion of Rwanda's vulnerable refugees in the UK. The UK is not however prepared to enter into meaningful discussions about such arrangements, and does not appear to accept that it is under a binding legal obligation to agree to arrangements to resettle any refugees from Rwanda.

36. However, the terms of Article 19 are clear. They impose an obligation on the Parties to make such arrangements and, while no specific numbers and mechanisms were agreed, it was agreed that the object of these arrangements was the resettlement of at least some vulnerable refugees from Rwanda to the United Kingdom. The UK's position – that it is under no obligation to enter into any discussion and under no obligation to accept any refugee – is thus a clear breach of both the negotiation and the substantive aspects of Article 19.

## V. ARBITRATION AGREEMENT

37. Article 22(3)-(5) of the Agreement provides in relevant part for arbitration under the PCA Rules conducted in English:

*“3. In the event that the dispute is not settled by consultation under Article 22(2) (at political level), within 21 (twenty-one) Working Days, it shall be referred and finally resolved by arbitration in accordance with the Permanent Court of Arbitration Rules 2012, but ensuring that by agreement of the Parties, third parties with an appropriate interest would be invited to participate in the arbitration.*

*4. In any arbitration commenced pursuant to this Agreement:*

- a. the language used in arbitral proceedings shall be English;*
- b. the number of arbitrators shall be three;*
- c. each Party shall nominate one appropriately qualified individual with expertise relevant to the dispute(s) in question;*
- d. a chairperson with public international law and arbitration experience and expertise relevant to the dispute in question shall be agreed by the Parties; and*
- e. in the absence of agreement by the Parties as to the identity of the chairperson under Article 22(4)(d) or if a Party fails to nominate an arbitrator under Article 22(4)(c) within 14 (fourteen) Working Days, the Secretary-General of the Permanent Court of Arbitration shall act as appointing authority and constitute the arbitration tribunal promptly and in any event within 14 (fourteen) calendar days.*

*5. Any arbitration referred in accordance with Article 22(3) shall be resolved within 60 (sixty) Working Days of the panel being constituted (or as otherwise agreed by the disputing Parties).”*

38. Paragraph 6.1 of the Finance Note provided that “[a]ny dispute that may arise

*as to the interpretation or application of this Note on funding will be settled by reference to Article 22 of the Treaty”.*

39. As set out above, the Parties sought to resolve the dispute at a Joint Committee meeting under Article 22(1) and in political consultations under Article 22(2). Neither process was successful. Now that 21 working days have passed since the conclusion of the Parties’ political consultations, Rwanda hereby submits this Notice pursuant to Article 22(3) of the Agreement.

## **VI. APPOINTMENT OF ARBITRATOR**

40. In accordance with Article 22(4)(c) of the Agreement, Rwanda nominates as arbitrator:

Prof. Dr. Mohamed Abdel Wahab, C. Arb, FCI Arb  
Zulficar Partners  
Nile Towers, Corniche El Nil  
Cairo, Egypt  
Tel: [REDACTED]  
Email: [REDACTED]

41. To the best of Rwanda’s knowledge, Prof. Dr. Mohamed Abdel Wahab is independent of the Parties and has no conflict of interest that would prevent him from acting as a member of the Arbitral Tribunal. He is also appropriately qualified and has expertise relevant to the dispute, in accordance with Article 22(4)(c) of the Agreement. He is also available to perform his duties within the strict time limits prescribed under the Agreement.

## **VII. CONSTITUTION OF THE TRIBUNAL**

42. In accordance with Article 22(4)(c) and (e), the UK must nominate its arbitrator within 14 working days from the commencement of the arbitration, which, pursuant to Article 3(2) of the PCA Rules, is the date on which the Notice is received by the Respondent. In accordance with Article 22(4)(d), the Parties are to agree a chairperson “*with public international law and arbitration experience and expertise relevant to the dispute in question*”.
43. In the interests of efficiency, and given the strict time limits imposed by the Agreement, Rwanda takes this opportunity to propose the following procedure for the selection of the chairperson:

- a. Within three days of the appointment by the UK of its arbitrator, each Party, and the two arbitrators jointly will propose three candidates, giving a total of nine candidates. The proposing side will be permitted to contact candidates for purposes of checking on conflicts and availability within the timeframe of the arbitration;
  - b. each Party then has the right to strike two names from the list, and will communicate its decision to the PCA Secretariat within two days;
  - c. each Party will rank the remaining names and communicate its ranking to the PCA Secretariat within two further days;
  - d. the arbitrators will then select the person who has achieved the highest score (if more than one candidate achieves the highest score, the arbitrators will decide which one to select);
  - e. the person selected in accordance with the above process will have been deemed “*agreed by the Parties*” for purposes of Article 22(4)(d) of the Agreement.
44. The above proposal is without prejudice to Rwanda’s right to invoke the default procedure for the constitution of the Tribunal provided for under Article 22(4)(e) of the Agreement.

#### **VIII. OTHER PROCEDURAL MATTERS**

45. Article 22(3) of the Agreement provides that the arbitration be conducted in accordance with the PCA Rules. In accordance with Article 3(1) of the PCA Rules, this Request is being transmitted to the UK and to the International Bureau of the PCA.
46. Rwanda notes that Article 22(5) requires that “*[a]ny arbitration referred in accordance with Article 22(3) shall be resolved within 60 (sixty) Working Days of the panel being constituted (or as otherwise agreed by the disputing Parties)*”. This provision will require some adjustment to the PCA Rules over which the Parties should consult in due course.

**IX. PRAYER FOR RELIEF**

47. The Claimant respectfully requests that the Arbitral Tribunal:
- a. DECLARE that £50 million for Year 2 remains due and payable to Rwanda under paragraph 2.3.2 of the Finance Note and Article 18 of the Agreement;
  - b. DECLARE that the UK is in breach of Article 18 of the Agreement and paragraph 2.3.2 of the Finance Note for failing to pay £50 million for Year 2 within 10 days of 13 April 2025;
  - c. DECLARE that the UK is obliged to make payment for Year 3 of the Agreement in the amount of £50 million (to be adjusted pro rata in the event of termination of the Agreement prior to the end of the period);
  - d. ORDER that the UK pay Rwanda all outstanding sums;
  - e. DECLARE that the UK is in breach of Article 19 of the Agreement;
  - f. ORDER the UK to commence good faith negotiation of the arrangements envisaged by Article 19 within 14 days of the conclusion of this arbitration;
  - g. alternatively, ORDER the UK to pay Rwanda compensation for its breach of Article 19 of the Agreement;
  - h. ORDER pre- and post-award interest on any sums that are due to Rwanda; and
  - i. AWARD Rwanda any further and other relief that the Arbitral Tribunal considers appropriate.
48. Rwanda reserves the right to amend or supplement the above prayers for relief in its further submissions in this arbitration and in accordance with any directions by the Arbitral Tribunal.

Respectfully submitted,



Dr. Emmanuel Ugirashebuja, Minister of Justice/Attorney General

Agent of the Republic of Rwanda

24 November 2025