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International Agreements Committee

7th Report of Session 2022–23

Memorandum of Understanding between the UK and Rwanda for the provision of an asylum partnership arrangement

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International Agreements Committee

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See Appendix 1.

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SUMMARY

The Memorandum of Understanding (MoU) between the UK and Rwanda for the provision of an asylum partnership arrangement is a political agreement under which anyone who is deemed to have arrived illegally in the UK since 1 January 2022 may be relocated to Rwanda: their claim for asylum in the UK would not be considered, though they would be able to claim asylum in Rwanda.

Pending a judgment from the High Court, this report does not put forward any conclusions on the MoU's compatibility with international obligations or domestic law. We may, however, return to these in future. Instead, this report focuses on the choice of an MoU as a vehicle for implementing the arrangement.

The arrangement will have far-reaching consequences for individuals and their rights, and the MoU contains specific assurances and protections for those being relocated that both Parties commit to uphold. However, because it is a political agreement only—as opposed to a legally binding treaty—the safeguards included in it are not enforceable. This is unacceptable. Agreements that fundamentally affect individuals' rights should be entered into through a formal treaty, so that the rights of those affected can be fully protected.

In choosing to conclude the agreement as an MoU, the UK Government has also avoided any meaningful parliamentary scrutiny. Unlike treaties, MoUs do not have to be laid before Parliament for a 21-day scrutiny period, and can enter into effect immediately after signature. As we have noted before, when MoUs have human rights implications, this represents a substantial scrutiny gap—and the UK-Rwanda MoU, which became effective on signature, has thrown this into sharp focus. Agreements like the UK-Rwanda MoU should be concluded as treaties. Where this is not possible, the MoU should be deposited in the Libraries of both Houses, allowing for a gap of at least 21 sitting days between deposit and implementation, with the Government facilitating a debate if requested. We regret that the Government has failed to respond to our call for evidence and has not submitted evidence to our inquiry thus far. We call on it to engage with us constructively and discuss the practicalities of introducing a mechanism for the scrutiny of important MoUs.

Memorandum of Understanding between the UK and Rwanda for the provision of an asylum partnership arrangement

CHAPTER 1: INTRODUCTION

This report and inquiry

1. 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 the provision of an asylum partnership arrangement[1] (the UK-Rwanda MoU) was published by the Government on 14 April 2022.

2. Unlike the international agreements that we usually scrutinise, it is not a treaty. Rather, it is a political arrangement between the UK and Rwanda, which is not intended to be binding in international law. Such arrangements are commonly referred to as Memoranda of Understanding (MoUs) and are not subject to formal parliamentary scrutiny arrangements under the Constitutional Reform and Governance Act 2010 (CRAG 2010).

3. As a Committee, our role is not limited to the scrutiny of agreements under CRAG 2010 and we reserve the right to report on all international agreements, including MoUs. We therefore launched an inquiry into the Rwanda MoU on 10 June 2022 and issued a call for evidence (see Appendix 3). We received 19 written submissions from academics, NGOs and lawyers, as well as a submission from the UNHCR, the United Nations Refugee Agency. We are grateful to all those who contributed (see Appendix 2) and thank our specialist adviser for this inquiry, Alexander Horne[2]. We regret that the Government did not submit any evidence to our inquiry.

Background: Memoranda of Understanding and parliamentary scrutiny

4. MoUs are commonly distinguished from formal international agreements (treaties) on the basis that they are political arrangements between states and not designed to be binding in international law.[3]

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1 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, (14 April 2022): https://www.gov.uk/government/publications/memorandum-of-understanding-mou-between-the-uk-and-rwanda/memorandum-of-understanding-between-the-government-of-the-united-kingdom-of-great-britain-and-northern-ireland-and-the-government-of-the-republic-of-r [accessed 3 October 2022]

2 Visiting Professor, Durham University; Counsel at Hackett & Dabbs LLP; and Associate Member of Cornerstone Barristers.

3 Article 2 of the Vienna Convention on the Law of Treaties defines a treaty as "an international agreement concluded between States in written form and governed by international law". See: United Nations, Vienna Convention on the law of treaties: https://treaties.un.org/doc/Publication/UNTS/ Volume%20 1155/volume-1155-I-18232-English.pdf [accessed 3 October 2022]. Section 25 of the Constitutional Reform and Governance Act 2010 defines a treaty in similar terms as a written agreements between States or between States and international organisations and binding under international law.

5. In its own guidance on treaties and MoUs, the Government accepts that the use of MoUs is common.[4] In the Third Edition of Modern Treaty Law and Practice, Anthony Aust, former Deputy Legal Adviser to the Foreign and Commonwealth Office, acknowledged that "the use of MoUs is now so widespread, some officials may see the MoU as the norm, with a treaty being used only when it cannot be avoided."[5] There could therefore be a substantial number of significant agreements the UK has entered into that may involve substantive obligations with serious consequences for individuals, and of which Parliament may be unaware.

6. We have previously noted that the original Ponsonby Rule of 1924 included an undertaking that the Government would disclose agreements, commitments and undertakings that "involve international obligations of a serious character" whether or not they amounted to a formal treaty.[6] Unfortunately, this undertaking was not referenced in CRAG 2010, which sought to formalise parts of the Ponsonby Rule, and the Government has told us that it does not believe it is under any obligation routinely to disclose MoUs to Parliament.[7]

7. A further concern is that there is no central repository for signed MoUs. The lack of a comprehensive MoU database raises serious transparency concerns: public knowledge of the existence of any given MoU depends on whether the government of the day decides to make a statement in Parliament, issue a press notice, or publish it online. Even where the Government discloses the existence of an MoU, publication of the text of the arrangement is done on an *ad hoc* basis and cannot be guaranteed.

8. We have long argued that there are some significant MoUs which should be notified and sent to us for review—whether or not the Government believes that they meet the definition of a treaty under the Vienna Convention on the Law of Treaties, or the formal requirements of CRAG 2010.[8]

9. The amount of public discussion and Parliamentary questions and debates on Rwanda proved retrospectively that this had been a matter of considerable public interest from the start and should have been brought to Parliament by the Government more formally.

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4 Foreign, Commonwealth and Development Office, 'Treaties and MOUs: Guidance on Practice and Procedures' (15 March 2022): https://www.gov.uk/government/publications/treaties-and-mous-guidance-on-practice-and-procedures [accessed 3 October 2022]

5 Modern Treaty Law and Practice, 3rd Edition (Cambridge University Press, 2013), p 29

6 The original Ponsonby Rule of 1924 had three limbs, the last of which was that the Government desired that Parliament should: "also exercise supervision over agreements, commitments and undertaking by which the nation may be bound in certain circumstances and which may involve international obligations of a serious character, although no signed and sealed document may exist." HC Deb, 1 April 1924, cols 2000–2005.

7 HM Government, 'Government response to 7th Report - Working Practices: one year on' (8 February 2022): https://committees.parliament.uk/publications/8790/documents/88956/default/ [accessed 3 October 2022]

8 International Agreements Committee, *Working Practices: one year on* (7th Report, Session 2021–22, HL Paper 75)

CHAPTER 2: ANALYSIS OF THE UK-RWANDA MOU

Content of the MoU

10. The UK-Rwanda MoU was announced in a speech by the then Prime Minister, the Rt Hon Boris Johnson MP, on 14 April 2022. It was introduced as one of the measures designed to combat illegal migration into the UK, particularly people smuggling via small boats crossing the Channel.

11. Mr Johnson stated that the policy formed part of a new Migration and Economic Development Partnership (MEDP)[9], which meant that anyone deemed to have entered the UK illegally since 1 January 2022 might now be relocated to Rwanda.

12. He indicated that:

> "The deal we have done is uncapped and Rwanda will have the capacity to resettle tens of thousands of people in the years ahead. And let's be clear, Rwanda is one of the safest countries in the world, globally recognised for its record on welcoming and integrating migrants. […] We are confident that our new Migration Partnership is fully compliant with our international legal obligations."[10]

13. Later that day, the text of the MoU was published on the Government's website.[11]

14. A Home Office policy paper published in June states that the policy would "initially focus on deterring those who have already reached safe third countries from making dangerous journeys to the UK in order to claim protection, especially (but not exclusively) where travel is by small boat in the English Channel."[12] The same paper goes on to note that "at present, families with children under the age of 18 are not to be considered for removal to Rwanda" under the new arrangement, but that this remains under review.

15. If selected for transfer to Rwanda, an individual's claim for asylum in the UK would not be considered: instead, they would have the option of claiming asylum in Rwanda. They would not have the option of returning to the UK. Those not given asylum-related status in Rwanda could be given immigration status there or removed to a third country. They would have no right to revive their claim for asylum in the UK.

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9 Home Office, 'World first partnership to tackle global migration crisis' (14 April 2022): https://www.gov.uk/government/news/world-first-partnership-to-tackle-global-migration-crisis [accessed 3 October 2022]

10 10 Downing Street, 'PM speech on action to tackle illegal migration' (14 April 2022): https://www.gov.uk/government/speeches/pm-speech-on-action-to-tackle-illegal-migration-14-april-2022 [accessed 3 October 2022]

11 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, (14 April 2022): https://www.gov.uk/government/publications/memorandum-of-understanding-mou-between-the-uk-and-rwanda/memorandum-of-understanding-between-the-government-of-the-united-kingdom-of-great-britain-and-northern-ireland-and-the-government-of-the-republic-of-r [accessed 3 October 2022] Subsequently: *UK-Rwanda MoU*

12 Home Office, *Inadmissibility: safe third country cases*, (28 June 2022): https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1084315/Inadmissibility.pdf [accessed 3 October 2022]

16. The MoU sets out the responsibilities of both Parties under the arrangement. Under the arrangement, the Rwandan government commits to providing safe accommodation and health support for relocated individuals[13], and access to procedural or legal assistance[14]. It also undertakes to treat the individual and process their claim in accordance with international and domestic human rights obligations.[15] The MoU contains an assurance that "the understandings reached … will be met in respect of all Relocated Individuals".[16]

17. The scheme is designed to last for 5 years, although it is renewable by mutual agreement.[17]

The MoU and the UK's international law obligations

18. Proposed deportations under the UK-Rwanda MoU are currently being examined by the High Court. The Government has argued that The Asylum and Immigration (Treatment of Claimants, etc.) Act 2004 [18] [as amended] gives ministers the power to identify "safe third countries" and to relocate asylum seekers there, rather than handle their claims for refuge in the UK.[19] The absence of an Explanatory Memorandum meant that Parliament was not fully informed about the way the arrangements had been implemented in domestic law, or precisely, when these powers could be used.

19. We expect that many of these issues will be determined by the court in due course and, on this basis, we do not draw any specific conclusions in this report as to whether the arrangement is compliant with international law (or consistent with domestic legal powers). By not commenting on matters subject to active proceedings we are also adhering to the principles of the House's resolution on *sub judice* of 11 May 2000.[20] We may, however, return to these issues following the High Court judgment.

20. For now, we simply note that most of the submissions we received in response to our call for evidence contended that the UK-Rwanda MoU is not consistent with the UK's obligations under international law. Specific concerns were raised in relation to compatibility with the Refugee Convention, the European Convention on Human Rights, and the Council of Europe Convention on Action against Trafficking in Human Beings.

21. Several witnesses argued that the MoU risked breaching Article 31(1) of the Refugee Convention—which precludes penalisation for crossing borders in breach of national immigration rules—and created a risk of *refoulement*, contrary to Article 33 of the Refugee Convention.[21]

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13 Para 8, *UK-Rwanda MoU*
14 Para 9, *UK-Rwanda MoU*
15 *Ibid.*
16 Para 4, *UK-Rwanda MoU*
17 Para 23, *UK-Rwanda MoU*
18 BBC News, ' Rwanda migrant flights plan legally viable, government lawyers say' (7 September 2022): https://www.bbc.co.uk/news/uk-62825230 [accessed 3 October 2022]
19 The provisions in that Act were amended by the Nationality and Borders Act 2022 in section 29 and Schedule 4. The Rwanda MoU was published on 14 April 2022 and was immediately applicable. Yet, the Nationality and Borders Act did not receive Royal Assent until 28 April.
20 Under the *sub judice* rule, both Houses of Parliament abstain from discussing the merits of disputes about to be tried and decided in the courts of law. See also: HL Deb, 11 May 2000, cols 1725–1734.
21 See, for example, written evidence from Amnesty International UK (RWA0003), UNHCR (RW0013), and The Law Society of England and Wales (RWA0018).

Box 1: *Refoulement*

Refoulement is the forcible return of an asylum seeker or refugee to a country where they are likely to face persecution.

Article 33 of the Refugee Convention provides that: "No Contracting State shall expel or return ('refouler') a refugee in any manner whatsoever to the frontiers of territories where his life or freedom would be threatened on account of his race, religion, nationality, membership of a particular social group or political opinion."

Source: Convention relating to the Status of Refugees, 1951: https://treaties.un.org/pages/ViewDetailsII.aspx?src=TREATY&mtdsg_no=V-2&chapter=5&Temp=mtdsg2&clang=_en [accessed 3 October 2022]

22. Witnesses cautioned that there could be a breach of Article 3 of the European Convention on Human Rights—the right to be free from torture, inhumane or degrading treatment—particularly in circumstances where individuals might be vulnerable to poor treatment in Rwanda, including LGBT people.[22]

23. The Anti-trafficking Monitoring Group told us that because the MoU does not set any obligation for the UK to identify victims of modern slavery, it risked breaching the Europe Convention on Action against Trafficking in Human Beings.[23]

24. The UNHCR, the UN Refugee Agency, concluded that "the UK-Rwanda arrangement cannot be brought into line with international legal obligations through minor adjustments as it violates both the letter and spirit of the Refugee Convention".[24]

25. **The UK-Rwanda MoU is an important political arrangement, the implications of which may affect individual rights and which warrants Parliamentary scrutiny.**

The use of an MoU as a vehicle for the arrangement with Rwanda

Protections afforded by an MoU are weak

26. MoUs are, by definition, non-legally binding and this is reinforced within the text of the UK-Rwanda arrangement. It emphasises that it is "not binding in International law"[25] and that "commitments … do not create or confer any right on any individual, nor shall compliance with this Arrangement be justiciable in any court of law by third-parties or individuals".[26]

27. As regards dispute resolution between the Parties, the MoU states that they "will make all reasonable efforts to resolve between them all disputes concerning this Arrangement", but that "neither Participant will have recourse to a dispute resolution body outside of this".[27]

22 Written evidence from Dr Amanda Spalding (RWA0004)
23 Written evidence from Anti Trafficking Monitoring Group (RWA0019)
24 Written evidence from UNHCR (RWA0013)
25 Para 1.6, *UK-Rwanda MoU*
26 Para 2.2, *UK-Rwanda MoU*
27 Para 22.1. Para 25 of the MoU provides for the establishment of a Joint Committee to "monitor and review the application and implementation of this Arrangement and to make non-binding recommendations in respect thereof"; while Paragraph 15 of the MoU states that the parties will make arrangements for the formation of an independent Monitoring Committee. However, these bodies will not have any formal powers in the absence of a dispute resolution provision.

28. These two points are relevant because it means that neither individuals nor the Parties to the arrangement can ensure the rights of those affected are protected once they have been transferred to Rwanda.

29. The UNHCR raised questions about this, commenting that:

    (1) "It is not clear why the assurances at issue in the asylum partnership agreement are made non-justiciable and non-binding;

    (2) The MoU is silent as to what happens if the parties cannot, with reasonable efforts, resolve any relevant dispute between them"[28]

30. The Law Society of England and Wales succinctly addressed the procedural issues raised by the MoU in its submission:

> "The implications of signing an agreement that is not binding on either Party in international law is that there are no enforcement mechanisms available to implement its provisions. The Law Society believes a type of agreement regulating a matter that has significant rule of law implications should not have been implemented as a MoU as […] this is not legally binding and so cannot ensure the rights of those affected are protected."[29]

31. Others were concerned that the diplomatic assurances contained in MoUs are not always seen as providing sufficient protection against the risk of ill treatment.[30] Given Rwanda is not a signatory to the European Convention on Human Rights, this appears particularly relevant in this case.

32. Professor Theodore Konstadinides and Dr Anastasia Karatzia argued that an MoU is not an appropriate vehicle for the Rwanda arrangement, especially given its implications for individual rights, and the fact that it contains assurances and safeguards relating to "inspection and monitoring, a relocated individuals' access to legal assistance, and data protection which give rise to legitimate expectations as to the other party's conduct". They argue that such commitments would be better protected by a formal treaty.[31]

33. **We are concerned that the Government has concluded an agreement which appears to be entirely unenforceable. In practice this means that neither individuals, nor the Parties to the arrangement, can ensure the rights of those affected are fully protected.**

34. **The UK Government should not have chosen an MoU to facilitate this arrangement. Agreements that raise fundamental questions about individual rights should not be entered into through an MoU, but through a formal treaty.**

Government guidance on MoUs

35. The Foreign Commonwealth and Development Office (FCDO) has provided guidance on when an MoU may be used:

> "An MoU is used where it is considered preferable to avoid the formalities of a treaty—for example, where there are detailed provisions which

28 Written evidence from UNHCR (RWA0013)
29 Written evidence from The Law Society of England and Wales (RWA0018)
30 Written evidence from Dr Rossella Pulvirenti and Dr Kay Lalor (RWA0012)
31 Written evidence from Professor Theodore Konstadinides (RWA0016)

> change frequently or the matters dealt with are essentially of a technical or administrative character; in matters of defence or technology where there is a need for such documents to be classified; or where a treaty requires subsidiary documents to fill out the details."[32]

36. The UK-Rwanda MoU is neither a defence nor technology matter, nor is it filling in the details of a treaty. Instead, the question arises whether the UK-Rwanda MoU could fall within the definition of the first limb of the FCDO's guidance: is an MoU preferable to avoid the formalities of a treaty? This is subjective, but the guidance provides examples of the circumstances the drafters had in mind (mainly administrative considerations)—none of which appear to apply in this case.

37. **The arrangement does not appear to fall within the Government's own guidance of when an MoU may be used in place of a treaty. In the absence of written evidence from the Government, it is unclear on what basis it considered it preferable to conclude the agreement as an MoU—particularly, when practical considerations are balanced against the fact that the arrangement engages individuals' rights.**

38. **We call on the Government to set out why it decided to use an MoU for its arrangement with Rwanda.**

39. **We also call on the Government to publish clearer guidance and criteria as to when an instrument ought to be agreed as a legally binding treaty and when it may be concluded as an MoU. The current guidance gives Government Departments too much discretion in this regard. Their decision can have far-reaching consequences—both in respect of parliamentary scrutiny and the impact of arrangements on individuals.**

Lessons for parliamentary scrutiny

40. The NGO, Public Law Project, made several recommendations about how Parliament should scrutinise MoUs in future. It suggested that any international instrument that engages individual rights should be published and submitted for scrutiny by Parliament before it comes into force, whatever its form; and that for MoUs with significant implications for rights or domestic legislation, the Government should seek to include a provision that they will enter into effect on a future date, to allow time for scrutiny.

41. The Public Law Project also stated that, in the longer term, the Government should work with other countries towards agreeing a clear international instrument spelling out what types of international arrangements should be MoUs, and which should be treaties.[33]

42. As the arrangement was concluded as an MoU and took effect upon signature, it was not subject to any parliamentary scrutiny and Parliament was unable to express a view ahead of implementation. It was not able to consider any relevant policy considerations, or the financial implications of the arrangement. This is deeply concerning. Parliament should be able to form its own views about whether international agreements and other

32 Foreign, Commonwealth and Development Office, 'Treaties and MOUs: Guidance on Practice and Procedures', (15 March 2022): https://www.gov.uk/government/publications/treaties-and-mous-guidance-on-practice-and-procedures [accessed 3 October 2022]

33 Written evidence from Public Law Project (RWA0015)

significant arrangements (including MoUs which impact on individual rights) are compliant with the UK's international obligations.

43. Parliament's ability to comment meaningfully on the arrangement has been constrained further as a result of the Government failing to engage with Parliament over it. We have received no formal response from the Government to our call for evidence. We also note that the (then) Home Secretary, the Rt Hon Priti Patel MP, first agreed but then declined to appear before the Commons' Home Affairs Select Committee in July.[34]

44. **There is a substantial lacuna in the parliamentary scrutiny of international agreements as significant MoUs are not subject to any formal scrutiny processes.**

45. **The Government's approach in this case has meant that Parliament has had no opportunity to consider whether the MoU is compatible with the UK's obligations under international law; whether the policy objectives are coherent and achievable, the financial implications, the basis in domestic law for its implementation; or whether any safeguards ought to have been introduced.**

46. **It is unacceptable that the Government should be able to use prerogative powers to agree important arrangements with other states that have serious human rights implications without any scrutiny by Parliament.**

47. **As noted earlier in this report, MoUs should not be used instead of treaties if they raise fundamental questions about the rights of individuals. Where it is not possible to enter into a formal treaty, we call on the Government to ensure that any such MoU be deposited for parliamentary scrutiny in the same way as a treaty, including the submission of an Explanatory Memorandum. This would mean allowing for a gap of at least 21 sitting days between deposit of the MoU and its implementation, and facilitating a debate if requested.**

34 Although junior Minister Tom Pursglove MP, Minister for Justice and Tackling Illegal Immigration, did attend an evidence session of the Committee on 11 May.

SUMMARY OF CONCLUSIONS AND RECOMMENDATIONS

1. The UK-Rwanda MoU is an important political arrangement, the implications of which may affect individual rights and which warrants Parliamentary scrutiny. (Paragraph 25)

2. We are concerned that the Government has concluded an agreement which appears to be entirely unenforceable. In practice this means that neither individuals, nor the Parties to the arrangement, can ensure the rights of those affected are fully protected. (Paragraph 33)

3. The UK Government should not have chosen an MoU to facilitate this arrangement. Agreements that raise fundamental questions about individual rights should not be entered into through an MoU, but through a formal treaty. (Paragraph 34)

4. The arrangement does not appear to fall within the Government's own guidance of when an MoU may be used in place of a treaty. In the absence of written evidence from the Government, it is unclear on what basis it considered it preferable to conclude the agreement as an MoU—particularly, when practical considerations are balanced against the fact that the arrangement engages individuals' rights. (Paragraph 37)

5. We call on the Government to set out why it decided to use an MoU for its arrangement with Rwanda. (Paragraph 38)

6. We also call on the Government to publish clearer guidance and criteria as to when an instrument ought to be agreed as a legally binding treaty and when it may be concluded as an MoU. The current guidance gives Government Departments too much discretion in this regard. Their decision can have far-reaching consequences—both in respect of parliamentary scrutiny and the impact of arrangements on individuals. (Paragraph 39)

7. There is a substantial lacuna in the parliamentary scrutiny of international agreements as significant MoUs are not subject to any formal scrutiny processes. (Paragraph 44)

8. The Government's approach in this case has meant that Parliament has had no opportunity to consider whether the MoU is compatible with the UK's obligations under international law; whether the policy objectives are coherent and achievable, the financial implications, the basis in domestic law for its implementation; or whether any safeguards ought to have been introduced. (Paragraph 45)

9. It is unacceptable that the Government should be able to use prerogative powers to agree important arrangements with other states that have serious human rights implications without any scrutiny by Parliament. (Paragraph 46)

10. As noted earlier in this report, MoUs should not be used instead of treaties if they raise fundamental questions about the rights of individuals. Where it is not possible to enter into a formal treaty, we call on the Government to ensure that any such MoU be deposited for parliamentary scrutiny in the same way as a treaty, including the submission of an Explanatory Memorandum. This would mean allowing for a gap of at least 21 sitting days between deposit of the MoU and its implementation, and facilitating a debate if requested. (Paragraph 47)

APPENDIX 1: LIST OF MEMBERS AND DECLARATIONS OF INTEREST

Lord Gold
David Gold & Associates LLP
Chairman Balance Legal Capital

Baroness Hayter of Kentish Town
Senior Non-Executive Director, Association of British Insurers

Lord Kerr of Kinlochard
No relevant interests

Lord Lansley
Director, LOW Associates Ltd
Chair, UK-Japan 21st Century Group
Trustee, Radix

Baroness Liddell of Coatdyke
Association Member, Bupa
Honorary Vice President, Britain Australia Society Education Trust
Trustee, Northcote Trust

Lord Morris of Aberavon
No relevant interests

Lord Oates
Director, H&O Communications

Lord Razzall
Director, North Atlantic Mining Associates Limited
Director, ZeU Technologies Inc
Shareholdings, ZeU Technologies Inc
Shareholdings, St-Georges Eco-Mining Corporation
Shareholdings, Tintra plc

The Earl of Sandwich
No relevant interests

Lord Udny-Lister
Advisor to the Group Chairman of HSBC

Lord Watts
No relevant interests

Specialist Adviser

Alexander Horne
Counsel, Hackett & Dabbs LLP
Visiting Professor at Durham University
Associate Member, Cornerstone Barristers
Special Adviser, United Nations Development Programme (Pacific Region)
Special Adviser, House of Commons' Women and Equalities Committee.

APPENDIX 2: LIST OF WITNESSES

Evidence is published online at https://committees.parliament.uk/work/6766/ukrwanda-memorandum-of-understanding/publications/ and available for inspection at the Parliamentary Archives (020 7219 3074).

Evidence received by the Committee is listed below in alphabetical order.

Amnesty International UK	RWA0003
Asylos	RWA0006
Anti Trafficking Monitoring Group	RWA0019
Bail for Immigration Detainees	RWA0022
Helen Bamber Foundation	RWA0017
Dr Miun Boase	RWA0020
Joseph Crampin	RWA0011
Professor Theodore Konstadinides	RWA0016
The Law Society of England and Wales	RWA0018
Medical Justice	RWA0021
Dr Joseph Mullen	RWA0008
Public Law Project	RWA0015
Dr Rossella Pulvirenti	RWA0012
Queen Mary University of London School of Law	RWA0009
Refugee and Migrant Children's Consortium	RWA0014
Refugee Law Initiative, University of London	RWA0007
Dr Amanda Spalding	RWA0004
UNHCR, The UN Refugee Agency	RWA0013
Dr Matilde Ventrella	RWA0002

APPENDIX 3: CALL FOR EVIDENCE

The House of Lords International Agreements Committee, chaired by Baroness Hayter, has launched an inquiry into the Memorandum of Understanding (MoU) between the UK and Rwanda for the provision of an Asylum Partnership Arrangement.

This is a public call for written evidence to be submitted to the Committee.

While we may hold a small number of oral evidence sessions, please be aware that we will be particularly reliant on written evidence for this inquiry.

We would be grateful for submissions on one, some or all of the points set out below by 23:59 on Wednesday, 20 July.

You do not need to answer all the questions to make a submission. Short, concise submissions are preferred (no longer than six sides of A4). Bullet points are acceptable.

The process for making submissions is set out below, but if you have any questions or require any adjustments to enable you to respond, please contact the staff of the Committee at HLIntlAgreements@parliament.uk.

Inquiry focus

Please note that we are focusing our inquiry specifically on the UK-Rwanda Asylum Partnership MoU, not the wider UK Government's immigration policy.

We are particularly keen to receive evidence on any or all of the following:

1. What are the implications of signing an agreement that asserts that it is not binding on either Party in international law? Is the MoU an appropriate vehicle for this agreement?

2. What are the implications of a significant MoU, such as this, becoming operational on signature? In what circumstances should there be a gap between signature and "entry into force"?

3. How do you assess the assurances and safeguards included in the MoU, particularly those relating to inspection and monitoring, a relocated individuals' access to legal assistance, and data protection?

4. Given Article 5.1 of the MoU does not impose an obligation on the UK to provide legal assistance during the screening of asylum seekers before relocation to Rwanda, what mechanisms are there for legal advice to be provided to the individuals selected for relocation?

5. Is the MoU consistent with UK domestic law at present, or does UK legislation require any amendment to implement the MoU?

6. Is the MoU consistent with the UK's obligations under international law, including (but not limited to) the 1951 Refugee Convention, the European Convention on Human Rights, and the Council of Europe Convention on Action against Trafficking in Human Beings?

7. Does the agreement impose any binding or enforceable obligations on either Party? Given the arrangement asserts it is non-legally binding, and the wording of Article 2.2, what are the consequences if either Party were to

breach any of their assurances under the arrangement, and what recourse would be available to those affected?

8. How, in practice, should the impact of the MoU be evaluated, and against which measures?