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LEGISLATIVE ACTS AND OTHER INSTRUMENTS

Subject: Agreement between Canada and the European Union on the transfer and
processing of Passenger Name Record

AGREEMENT
BETWEEN CANADA
AND THE EUROPEAN UNION
ON THE TRANSFER AND PROCESSING
OF PASSENGER NAME RECORD DATA

EU/CA/en 1

CANADA

and

THE EUROPEAN UNION,

the "Parties"

SEEKING to prevent, combat, repress, and eliminate terrorism and terrorist-related offences, as well as other serious transnational crime, as a means of protecting their respective democratic societies and common values to promote security and the rule of law;

RECOGNISING the importance of preventing, combating, repressing, and eliminating terrorism and terrorist-related offences, as well as other serious transnational crime, while preserving fundamental rights and freedoms, in particular rights to privacy and data protection;

SEEKING to enhance and encourage cooperation between the Parties in the spirit of the partnership between Canada and the European Union;

RECOGNISING that information sharing is an essential component of the fight against terrorism and related crimes and other serious transnational crime, and that in this context, the use of Passenger Name Record (PNR) data is a critically important instrument to pursue these goals;

RECOGNISING that, in order to safeguard public security and for law enforcement purposes, rules should be laid down to govern the transfer of PNR data by air carriers to Canada;

RECOGNISING that the Parties share common values with respect to data protection and privacy reflected in their respective law;

MINDFUL of the European Union's commitments pursuant to Article 6 of the Treaty on European Union on respect for fundamental rights, the right to privacy with regard to the processing of personal data as stipulated in Article 16 of the Treaty on the Functioning of the European Union, the principles of proportionality and necessity concerning the right to private and family life, the respect for privacy, and the protection of personal data under Articles 7 and 8 of the Charter of Fundamental Rights of the European Union, Article 8 of the European Convention on the Protection of Human Rights and Fundamental Freedoms, Council of Europe Convention No. 108 for the Protection of Individuals with regard to Automatic Processing of Personal Data and its additional Protocol 181;

HAVING REGARD to the relevant provisions of the Canadian Charter of Rights and Freedoms and Canadian privacy legislation;

NOTING the European Union's commitment to ensuring that air carriers are not prevented from complying with Canadian law regarding the transfer of European Union -sourced PNR data to Canada pursuant to this Agreement;

ACKNOWLEDGING the successful 2008 joint review of the 2006 Agreement between the Parties on the transfer of PNR data;

RECOGNISING that this Agreement is not intended to apply to Advance Passenger Information which is collected and transmitted by air carriers to Canada for the purpose of border control;

RECOGNISING also that this Agreement does not prevent Canada from continuing to process information from air carriers in exceptional circumstances where necessary to mitigate any serious and immediate threat to air transportation or national security respecting the strict limitations laid down in Canadian law and in any case without exceeding the limitations provided for in this Agreement;

NOTING the interest of the Parties, as well as Member States of the European Union in exchanging information regarding the method of transmission of PNR data as well as the disclosure of PNR data outside Canada as set out in the relevant articles of this Agreement, and further noting the European Union's interest in having this addressed in the context of the consultation and review mechanism set out in this Agreement;

NOTING that the Parties may examine the necessity and feasibility of a similar Agreement for the processing of PNR data in the marine mode;

NOTING the commitment of Canada that the Canadian Competent Authority processes PNR data for the purpose of preventing, detecting, investigating and prosecuting terrorist offences and serious transnational crime in strict compliance with safeguards on privacy and the protection of personal data, as set out in this Agreement;

STRESSING the importance of sharing PNR data and relevant and appropriate analytical information containing PNR data obtained under this Agreement by Canada with competent police and judicial authorities of Member States of the European Union, Europol and Eurojust as a means to foster international police and judicial cooperation;

AFFIRMING that this Agreement does not constitute a precedent for any future arrangements between Canada and the European Union, or between either of the Parties and any other Party, regarding the processing and transfer of PNR data or regarding data protection;

HAVING REGARD to the Parties' mutual commitment to the application and further development of international standards for the processing of PNR data;

HAVE AGREED AS FOLLOWS:

GENERAL PROVISIONS

ARTICLE 1

Purpose of Agreement

In this Agreement, the Parties set out the conditions for the transfer and use of Passenger Name Record (PNR) data to ensure the security and safety of the public and prescribe the means by which the data is protected.

ARTICLE 2

Definitions

For the purposes of this Agreement:

- (a) "air carrier" means a commercial transportation company using aircraft as its means of transport for passengers travelling between Canada and the European Union;

- (b) "Passenger Name Record data" ("PNR data") means the records created by an air carrier for each journey booked by or on behalf of any passenger, necessary for the processing and control of reservations. Specifically, as used in this Agreement, PNR data consists of the elements set out in the Annex to this Agreement;
- (c) "processing" means any operation or set of operations performed on PNR data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, calling-up, retrieval, consultation, use, transfer, dissemination, disclosure or otherwise making available, alignment or combination, blocking, masking, erasure, or destruction;
- (d) "Canadian Competent Authority" means the Canadian authority responsible for receiving and processing PNR data under this Agreement;
- (e) "sensitive data" means any information that reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, or information about a person's health or sex life.

ARTICLE 3

Use of PNR data

1. Canada shall ensure that the Canadian Competent Authority processes PNR data received pursuant to this Agreement strictly for the purpose of preventing, detecting, investigating or prosecuting terrorist offences or serious transnational crime.
2. For the purposes of this Agreement, "terrorist offence" includes:
 - (a) an act or omission that is committed for a political, religious or ideological purpose, objective or cause with the intention of intimidating the public with regard to its security, including its economic security, or with the intention of compelling a person, government or domestic or international organization to do or refrain from doing any act, and that intentionally:
 - (i) causes death or serious bodily harm;
 - (ii) endangers an individual's life;
 - (iii) causes a serious risk to the health or safety of the public;

- (iv) causes substantial property damage likely to result in the harm referred to in (i) to (iii);
or
- (v) causes serious interference with or serious disruption of an essential service, facility or system, other than as a result of lawful or unlawful advocacy, protest, dissent or stoppage of work, such as a strike, that is not intended to result in the harm referred to in (i) to (iii); or
- (b) activities constituting an offence within the scope and as defined in applicable international conventions and protocols relating to terrorism; or
- (c) knowingly participating in or contributing to or instructing a person, a group, or an organization to carry out any activity for the purpose of enhancing a terrorist entity's ability to facilitate or carry out an act or omission described in (a) or (b); or
- (d) committing an indictable offence where the act or omission constituting the offence is committed for the benefit of, at the direction of, or in association with a terrorist entity; or
- (e) collecting property or inviting a person, a group, or an organization to provide, providing or making available property or financial or other related services for the purpose of carrying out an act or omission described in (a) or (b) or using or possessing property for the purpose of carrying out an act or omission described in (a) or (b); or

(f) attempting or threatening to commit an act or omission described in (a) or (b), conspiring, facilitating, instructing or counselling in relation to an act or omission described in (a) or (b), or being an accessory after the fact, or harbouring or concealing for the purpose of enabling a terrorist entity to facilitate or carry out an act or omission described in (a) or (b).

(g) For the purposes of this paragraph, "terrorist entity" means:

(i) a person, a group, or an organization that has as one of its purposes or activities facilitating or carrying out an act or omission described in (a) or (b); or

(ii) a person, a group, or an organization that knowingly acts on behalf of, at the direction of or in association with such a person, group or organization in (i).

3. Serious transnational crime means any offence punishable in Canada by a maximum deprivation of liberty of at least four years or a more serious penalty and as they are defined by the Canadian law, if the crime is transnational in nature.

For the purposes of this Agreement, a crime is considered as transnational in nature if it is committed in:

(a) more than one country;

(b) one country but a substantial part of its preparation, planning, direction or control takes place in another country;

- (c) one country but involves an organized criminal group that engages in criminal activities in more than one country;
- (d) one country but has substantial effects in another country; or
- (e) one country and the offender is in or intends to travel to another country.

4. In exceptional cases, the Canadian Competent Authority may process PNR data where necessary to protect the vital interests of any individual, such as:

- (a) a risk of death or serious injury; or
- (b) a significant public health risk, in particular as required by internationally recognised standards.

5. Canada may also process PNR data, on a case-by-case basis in order to:

- (a) ensure the oversight or accountability of the public administration; or
- (b) comply with the subpoena or warrant issued, or an order made, by a court.

ARTICLE 4

Ensuring PNR data is provided

1. The European Union shall ensure that air carriers are not prevented from transferring PNR data to the Canadian Competent Authority pursuant to this Agreement.
2. Canada shall not require an air carrier to provide elements of PNR data which are not already collected or held by the air carrier for reservation purposes.
3. Canada shall delete upon receipt any data transferred to it by an air carrier, pursuant to this Agreement, if that data element is not listed in the Annex.
4. The Parties shall ensure that air carriers may transfer PNR data to the Canadian Competent Authority through authorized agents, who act on behalf of and under the responsibility of the air carrier, for the purpose of and under the conditions laid down in this Agreement.

ARTICLE 5

Adequacy

Subject to compliance with this Agreement, the Canadian Competent Authority is deemed to provide an adequate level of protection, within the meaning of relevant European Union data protection law, for the processing and use of PNR data. An air carrier that provides PNR data to Canada under this Agreement is deemed to comply with European Union legal requirements for PNR data transfer from the European Union to Canada.

ARTICLE 6

Police and judicial cooperation

1. Canada shall share, as soon as practicable, relevant and appropriate analytical information containing PNR data obtained under this Agreement with Europol, Eurojust, within the scope of their respective mandates, or the police or a judicial authority of a Member State of the European Union. Canada shall ensure that this information is shared in accordance with agreements and arrangements on law enforcement or information sharing between Canada and Europol, Eurojust, or that Member State.

2. Canada shall share, at the request of Europol, Eurojust, within the scope of their respective mandates, or the police or a judicial authority of a Member State of the European Union, PNR data or analytical information containing PNR data obtained under this Agreement, in specific cases to prevent, detect, investigate, or prosecute within the European Union a terrorist offence or serious transnational crime. Canada shall make this information available in accordance with agreements and arrangements on law enforcement, judicial cooperation, or information sharing, between Canada and Europol, Eurojust or that Member State.

SAFEGUARDS APPLICABLE TO THE PROCESSING OF PNR DATA

ARTICLE 7

Non-Discrimination

Canada shall ensure that the safeguards applicable to the processing of PNR data apply to all passengers on an equal basis without unlawful discrimination.

ARTICLE 8

Use of sensitive data

1. If the PNR data collected regarding a passenger includes sensitive data, Canada shall ensure that the Canadian Competent Authority masks sensitive data using automated systems. Canada shall ensure that the Canadian Competent Authority shall not further process such data except in accordance with paragraphs 3, 4 and 5.
2. Canada shall provide the European Commission with a list of codes and terms identifying sensitive data that Canada is required to mask. Canada shall provide that list within 90 days of the entry into force of this Agreement.
3. Canada may process sensitive data on a case-by-case basis in exceptional circumstances where such processing is indispensable because an individual's life is in peril or there is a risk of serious injury.
4. Canada shall ensure that sensitive data is processed in accordance with paragraph 3 exclusively under strict procedural measures, including the following:
 - (a) processing of sensitive data is approved by the Head of the Canadian Competent Authority;

- (b) sensitive data is processed only by a specifically and individually authorized official; and
- (c) once unmasked, sensitive data is not processed using automated systems.

5. Canada shall delete sensitive data no later than 15 days from the date that Canada receives it unless Canada retains it in accordance with Article 16(5).

6. If, in accordance with paragraphs 3, 4 and 5, the Canadian Competent Authority processes sensitive data concerning an individual who is a citizen of a Member State of the European Union, Canada shall ensure that the Canadian Competent Authority notifies the authorities of that Member State of the processing at the earliest appropriate opportunity. Canada shall issue that notification in accordance with agreements and arrangements on law enforcement or information sharing between Canada and that Member State.

ARTICLE 9

Data security and integrity

1. Canada shall implement regulatory, procedural or technical measures to protect PNR data against accidental, unlawful or unauthorized access, processing or loss.

2. Canada shall ensure compliance verification and the protection, security, confidentiality, and integrity of the data. Canada shall:

- (a) apply encryption, authorization, and documentation procedures to the PNR data;
- (b) limit access to PNR data to authorized officials;
- (c) hold PNR data in a secure physical environment that is protected with access controls; and
- (d) establish a mechanism that ensures that PNR data queries are conducted in a manner consistent with Article 3.

3. If an individual's PNR data is accessed or disclosed without authorization, Canada shall take measures to notify that individual, to mitigate the risk of harm, and to take remedial action.

4. Canada shall ensure that the Canadian Competent Authority promptly informs the European Commission of any significant incidents of accidental, unlawful or unauthorized access, processing or loss of PNR data.

5. Canada shall ensure that any breach of data security, in particular leading to accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, or any unlawful forms of processing will be subject to effective and dissuasive corrective measures which might include sanctions.

ARTICLE 10

Oversight

1. The data protection safeguards for the processing of PNR data under this Agreement will be subject to oversight by an independent public authority, or by an authority created by administrative means that exercises its functions in an impartial manner and that has a proven record of autonomy (the “overseeing authority”). Canada shall ensure that the overseeing authority has effective powers to investigate compliance with the rules related to the collection, use, disclosure, retention, or disposal of PNR data. The overseeing authority may conduct compliance reviews and investigations, may report findings and make recommendations to the Canadian Competent Authority. Canada shall ensure that the overseeing authority has the power to refer violations of law related to this Agreement for prosecution or disciplinary action, when appropriate.
2. Canada shall ensure that the overseeing authority ensures that complaints relating to non-compliance with this Agreement are received, investigated, responded to, and appropriately redressed.

ARTICLE 11

Transparency

1. Canada shall ensure that the Canadian Competent Authority makes the following available on its website:

- (a) a list of the legislation authorizing the collection of PNR data;
- (b) the reason for the collection of PNR data;
- (c) the manner of protecting the PNR data;
- (d) the manner and extent to which the PNR data may be disclosed;
- (e) information regarding access, correction, notation and redress; and
- (f) contact information for inquiries.

2. The Parties shall work with interested parties, such as the air travel industry, to promote transparency, preferably at the time of booking, by providing the following information to passengers:

- (a) the reasons for PNR data collection;
- (b) the use of PNR data;
- (c) the procedure for requesting access to PNR data; and
- (d) the procedure for requesting the correction of PNR data.

ARTICLE 12

Access for individuals

1. Canada shall ensure that any individual may access their PNR data.

2. Canada shall ensure that the Canadian Competent Authority, within a reasonable time shall:
 - (a) provide the individual with a copy of their PNR data if the individual makes a written request for their PNR data;
 - (b) reply in writing to any request;
 - (c) provide the individual with access to recorded information confirming that the individual's PNR data has been disclosed, if the individual requests that confirmation;
 - (d) set out the legal or factual reasons for any refusal to allow access to the individual's PNR data;
 - (e) inform the individual if the PNR data does not exist;
 - (f) inform the individual that they may make a complaint and of the complaint procedure.

3. Canada may make any disclosure of information subject to reasonable legal requirements and limitations, including any limitations necessary to prevent, detect, investigate, or prosecute criminal offences, or to protect public or national security, with due regard for the legitimate interests of the individual concerned.

ARTICLE 13

Correction or Annotation for individuals

1. Canada shall ensure that any individual may request the correction of their PNR data.
2. Canada shall ensure that the Canadian Competent Authority considers all written requests for correction and shall, within a reasonable time:
 - (a) correct the PNR data and notify the individual that the correction has been made; or
 - (b) refuse all or part of the correction, and:
 - (i) attach a note to the PNR data reflecting any correction requested that was refused;
 - (ii) notify the individual that:
 - i. the request for correction is refused, and set out the legal or factual reasons for the refusal;
 - ii. the note under sub-paragraph (i) is attached to the PNR data; and
 - (c) inform the individual that they may make a complaint and of the complaint procedure.

ARTICLE 14

Administrative and judicial redress

1. Canada shall ensure that an independent public authority, or an authority created by administrative means that exercises its functions in an impartial manner and that has a proven record of autonomy, will receive, investigate and respond to complaints lodged by an individual concerning their request for access, correction or annotation of their PNR data. Canada shall ensure that the relevant authority will notify the complainant of the means of seeking the judicial redress set out in paragraph 2.
2. Canada shall ensure that any individual who is of the view that their rights have been infringed by a decision or action in relation to their PNR data may seek effective judicial redress in accordance with Canadian law by way of judicial review, or such other remedy which may include compensation.

ARTICLE 15

Decisions based on automated processing

Canada shall not take any decisions significantly adversely affecting a passenger solely on the basis of automated processing of PNR data.

ARTICLE 16

Retention of PNR data

1. Canada shall not retain PNR data for more than five years from the date that it receives the PNR data.
2. Canada shall restrict access to a limited number of officials specifically authorized by Canada.
3. Canada shall depersonalize the PNR data through masking the names of all passengers 30 days after Canada receives it.

Two years after Canada receives the PNR data, Canada shall further depersonalize it through masking the following:

- (a) other names on PNR, including number of travellers on PNR;
- (b) all available contact information (including originator information);
- (c) general remarks including other supplementary information (OSI), special service information (SSI) and special service request (SSR) information, to the extent that it contains any information capable of identifying a natural person; and

(d) any advance passenger information (API) data collected for reservation purposes to the extent that it contains any information capable of identifying a natural person.

4. Canada may unmask PNR data only if on the basis of available information, it is necessary to carry out investigations under the scope of Article 3, as follows:

(a) from 30 days to two years after initial receipt only by a limited number of specifically authorized officials; and

(b) from two years to five years after initial receipt, only with prior permission by the Head of the Canadian Competent Authority, or a senior official specifically mandated by the Head.

5. Notwithstanding paragraph 1:

(a) Canada may retain PNR data, required for any specific action, review, investigation, enforcement action, judicial proceeding, prosecution, or enforcement of penalties, until concluded;

(b) Canada shall retain the PNR data referred to in (a) for an additional two-year period only to ensure the accountability of or oversee public administration so that it may be disclosed to the passenger should the passenger request it.

6. Canada shall destroy the PNR data at the end of the PNR data retention period.

ARTICLE 17

Logging and Documenting of PNR Data Processing

Canada shall log and document all processing of PNR data. Canada shall only use a log or document to:

- (a) self-monitor and to verify the lawfulness of data processing;
- (b) ensure proper data integrity;
- (c) ensure the security of data processing; and
- (d) ensure oversight and accountability of the public administration.

ARTICLE 18

Disclosure within Canada

1. Canada shall ensure that the Canadian Competent Authority does not disclose PNR data to other government authorities in Canada unless the following conditions are met:
 - (a) the PNR data is disclosed to government authorities whose functions are directly related to the scope of Article 3;
 - (b) the PNR data is disclosed only on a case-by-case basis;
 - (c) under the particular circumstances the disclosure is necessary for the purposes stated in Article 3;
 - (d) only the minimum amount of PNR data necessary is disclosed;
 - (e) the receiving government authority affords protection equivalent to the safeguards described in this Agreement; and
 - (f) the receiving government authority does not disclose the PNR data to another entity unless the disclosure is authorized by the Canadian Competent Authority respecting the conditions laid down in this paragraph.

2. When transferring analytical information containing PNR data obtained under this Agreement, the safeguards applying to PNR data in this Article shall be respected.

ARTICLE 19

Disclosure outside Canada

1. Canada shall ensure that the Canadian Competent Authority does not disclose PNR data to government authorities in countries other than the Member States of the European Union unless the following conditions are met:

- (a) the PNR data is disclosed to government authorities whose functions are directly related to the scope of Article 3;
- (b) the PNR data is disclosed only on a case-by-case basis;
- (c) the PNR data is disclosed only if necessary for the purposes stated in Article 3;
- (d) only the minimum PNR data necessary is disclosed;

- (e) the Canadian Competent Authority is satisfied that:
 - (i) the foreign authority receiving the PNR data applies standards to protect the PNR data that are equivalent to those set out in this Agreement, in accordance with agreements and arrangements that incorporate those standards; or
 - (ii) the foreign authority applies the standards to protect the PNR data that it has agreed with the European Union.

2. If, in accordance with paragraph 1, the Canadian Competent Authority discloses PNR data of an individual who is a citizen of a Member State of the European Union, Canada shall ensure that the Canadian Competent Authority notifies the authorities of that Member State of the disclosure at the earliest appropriate opportunity. Canada shall issue this notification in accordance with agreements and arrangements on law enforcement or information sharing between Canada and that Member State.

3. When transferring analytical information containing PNR data obtained under this Agreement, the safeguards applying to PNR data in this Article shall be respected.

ARTICLE 20

Method of transfer

The Parties shall ensure that air carriers transfer PNR data to the Canadian Competent Authority exclusively on the basis of the push method and in accordance with the following procedures to be observed by air carriers:

- (a) transfer PNR data by electronic means in compliance with the technical requirements of the Canadian Competent Authority or, in case of technical failure, by any other appropriate means ensuring an appropriate level of data security;
- (b) transfer PNR data using a mutually accepted messaging format;
- (c) transfer PNR data in a secure manner using common protocols required by the Canadian Competent Authority.

ARTICLE 21

Frequency of transfer

1. Canada shall ensure that the Canadian Competent Authority requires an air carrier to transfer the PNR data:
 - (a) on a scheduled basis with the earliest point being up to 72 hours before scheduled departure;
and
 - (b) a maximum of five times, for a particular flight.
2. Canada shall ensure that the Canadian Competent Authority informs air carriers of the specified times for the transfers.
3. In specific cases where there is an indication that additional access is necessary to respond to a specific threat related to the scope as described in Article 3, the Canadian Competent Authority may require an air carrier to provide PNR data prior to, between or after the scheduled transfers. In exercising this discretion, Canada shall act judiciously and proportionately and use the method of transfer described in Article 20.

IMPLEMENTING AND FINAL PROVISIONS

ARTICLE 22

PNR data received prior to the entry into force of this Agreement

Canada shall apply the terms of this Agreement to all PNR data which it holds at the time this Agreement enters into force.

ARTICLE 23

Reciprocity

1. If the European Union adopts a PNR data processing regime for the European Union, the Parties shall consult to determine whether this Agreement should be amended to ensure full reciprocity.
2. The respective authorities of Canada and the European Union shall cooperate to pursue the coherence of their PNR data processing regimes in a manner that further enhances the security of citizens of Canada, the European Union and elsewhere.

ARTICLE 24

Non-derogation

This Agreement shall not be construed to derogate from any obligation between Canada and Member States of the European Union or third countries to make or respond to an assistance request under a mutual assistance instrument.

ARTICLE 25

Dispute resolution and suspension

1. The Parties shall resolve any dispute arising from the interpretation, application or implementation of this Agreement through diplomatic channels with a view to reaching a mutually acceptable resolution, including providing an opportunity for either Party to comply within a reasonable time.
2. If the Parties are unable to resolve the dispute, either Party may suspend the application of this Agreement by notification in writing to the other Party, through diplomatic channels. The suspension comes into effect 120 days from the date of such notification, unless the Parties jointly decide otherwise.

3. The Party that suspends the application of this Agreement shall cease the suspension as soon as the dispute is resolved to the satisfaction of both Parties. The suspending Party shall notify the other Party in writing of the date that the application of this Agreement will resume.

4. Canada shall continue to apply the terms of this Agreement to all PNR data obtained before any suspension of this Agreement.

ARTICLE 26

Consultation, review and amendments

1. The Parties shall advise each other of any measure that is to be enacted and that may affect this Agreement.

2. The Parties shall jointly review the implementation of this Agreement one year after its entry into force, at regular intervals thereafter, and additionally if requested by either Party and jointly decided.

3. The Parties shall jointly evaluate this Agreement four years after its entry into force.

4. The Parties shall decide in advance of its modalities and shall communicate to each other the composition of their respective teams. For the purpose of any review, the European Union shall be represented by the European Commission. The teams shall include relevant experts on data protection and law enforcement. Subject to applicable laws, any participants in a review shall be required to respect the confidentiality of the discussions and to have appropriate security clearances. For the purposes of any review, Canada shall ensure access to relevant documentation, systems and personnel.
5. Following the joint review, the European Commission shall present a report to the European Parliament and to the Council of the European Union. Canada shall be given an opportunity to provide written comments which shall be attached to the report.
6. A Party proposing an amendment to this Agreement shall do so in writing.

ARTICLE 27

Termination

1. A Party may terminate this Agreement at any time by giving notice to the other Party through diplomatic channels of its intention. This Agreement terminates 120 days after the receipt of the notification by the other Party.

2. Canada shall continue to apply the terms of this Agreement to all PNR data obtained before the termination of this Agreement.

ARTICLE 28

Duration

1. Subject to paragraph 2, this Agreement remains in force for a period of seven years from the date of entry into force.

2. At the end of every seven-year period, this Agreement automatically renews for an additional seven years, unless one Party advises the other that it does not intend to renew this Agreement. The Party must notify the other Party in writing through diplomatic channels, at least six months before the expiry of the seven-year period.

3. Canada shall continue to apply the terms of this Agreement to all PNR data obtained before the termination of this Agreement.

ARTICLE 29

Territorial application

1. Subject to paragraphs 2 to 4, this Agreement shall apply to the territory in which the Treaty on European Union and the Treaty on the Functioning of the European Union are applicable and to the territory of Canada.
2. This Agreement will only apply to the territory of Denmark, the United Kingdom, or Ireland if the European Union, through the European Commission, notifies Canada to that effect.
3. If the European Union, through the European Commission, notifies Canada before the entry into force of this Agreement that it will apply to the territory of Denmark, the United Kingdom or Ireland, this Agreement shall apply to the territory of such state on the same day that this Agreement applies to the other Member States of the European Union.
4. If the European Union, through the European Commission, notifies Canada after the entry into force of this Agreement, that it applies to the territory of Denmark, the United Kingdom, or Ireland, this Agreement shall apply to the territory of such state five days following the date of the notification.

ARTICLE 30

Final Provisions

1. Each Party shall notify the other Party in writing when it has completed the procedures necessary for the entry into force of this Agreement. This Agreement shall enter into force on the date of the second of these notifications.
2. Canada will notify the European Commission before the entry into force of this Agreement through diplomatic channels of the identity of the following authorities:
 - (a) the Canadian Competent Authority referred to in Article 2(d); and,
 - (b) the independent public authority and the authority created by administrative means as referred to in Article 10 and Article 14(1).

Canada shall notify without delay any changes thereto.

3. The European Union shall publish information referred to in paragraph 2 in the Official Journal of the European Union.

4. This Agreement replaces any prior arrangements on the processing of API and PNR data including the Agreement between the Government of Canada and the European Community on the Processing of Advance Passenger Information and Passenger Name Record Data, 22 March 2006.

Done in duplicate at, on, in the English and French languages. This Agreement shall also be drawn up in the Bulgarian, Croatian, Czech, Danish, Dutch, Estonian, Finnish, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish and Swedish languages. Once approved by the Parties by exchange of notes, each version shall be considered equally authentic. In case of divergence between the language versions, the English and French versions shall prevail.

FOR CANADA

FOR THE EUROPEAN UNION

Passenger Name Record data elements referred to in Article 2(b)

1. PNR locator code
2. Date of reservation / issue of ticket
3. Date(s) of intended travel
4. Name(s)
5. Available frequent flyer and benefit information (free tickets, upgrades, etc.)
6. Other names on PNR, including number of travellers on PNR
7. All available contact information (including originator information)
8. All available payment / billing information (not including other transaction details linked to a credit card or account and not connected to the travel transaction)
9. Travel itinerary for specific PNR

10. Travel agency / travel agent
 11. Code share information
 12. Split / divided information
 13. Travel status of passenger (including confirmations and check-in status)
 14. Ticketing information, including ticket number, one way tickets and Automated Ticket Fare Quote
 15. All baggage information
 16. Seat information, including seat number
 17. General remarks including Other Supplementary Information (OSI), Special Service Information (SSI) and Special Service Request (SSR) information;
 18. Any Advance Passenger Information (API) data collected for reservation purposes
 19. All historical changes to the PNR data listed in numbers (1) to (18).
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