2025/841

6.5.2025

Agreement between Canada and the European Union on the transfer and processing of passenger name record data

CANADA

and

THE EUROPEAN UNION,

hereinafter referred to as 'the Parties',

SEEKING to prevent, detect, investigate, and prosecute 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, detecting, investigating, and prosecuting terrorism and terrorist-related offences, as well as other serious transnational crime, while preserving human rights and fundamental 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 pursuant to 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;

HAVING REGARD to Opinion 1/15 of the Court of Justice of the European Union of 26 July 2017 on the Agreement between Canada and the European Union on the transfer and processing of Passenger Name Record data, done at Brussels on 25 June 2014;

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

RECOGNISING that this Agreement is not intended to apply to advance passenger information that 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 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 reflects specific features of the legal and institutional frameworks of the Parties, as well as of their operational cooperation regarding PNR data, and does not constitute a precedent for other arrangements;

HAVING REGARD to the United Nations Security Council Resolutions 2396 (2017) and 2482 (2019) and to the International Civil Aviation Organization Standards and Recommended Practices for the collection, use, processing and protection of PNR data ('the ICAO SARPs') adopted as Amendment 28 to Annex 9 to the Convention on International Civil Aviation (the Chicago Convention),

HAVE AGREED AS FOLLOWS:

CHAPTER 1

GENERAL PROVISIONS

Article 1

Objective of the Agreement

This Agreement sets out the conditions for the transfer of Passenger Name Record (PNR) data from the European Union and their use 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) 'Canadian Competent Authority' means the Canadian authority responsible for receiving and processing PNR data under this Agreement;

(c) 'date of departure' means the period of maximum lawful stay in Canada of the passenger concerned, unless Canada can readily and reliably determine the actual date of departure;

(d) '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;

(e) 'processing' means any operation or set of operations performed on PNR data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, calling-up, retrieval, consultation, use, transfer, dissemination, disclosure or otherwise making available, alignment or combination, blocking, masking, deletion, or destruction;

(f) '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

Purposes of the use of PNR data

1. Canada shall ensure that PNR data received pursuant to this Agreement is processed strictly for the purpose of preventing, detecting, investigating or prosecuting terrorist offences or serious transnational crime and to oversee the processing of PNR data within the terms of this Agreement, including for analytical operations.

2. For the purposes of this Agreement, 'terrorist offence' means:

(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 organisation 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 points (i), (ii) and (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 points (i), (ii) and (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 organisation to carry out any activity for the purpose of enhancing a terrorist entity's ability to facilitate or carry out an act or omission referred to in point (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 organisation to provide, providing or making available property or financial or other related services for the purpose of carrying out an act or omission referred to in point (a) or (b) or using or possessing property for the purpose of carrying out an act or omission referred to in point (a) or (b); or

(f) attempting or threatening to commit an act or omission referred to in point (a) or (b), conspiring, facilitating, instructing or counselling in relation to an act or omission referred to in point (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 referred to in point (a) or (b).

For the purposes of this paragraph, 'terrorist entity' means:

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

(ii) a person, a group, or an organisation that knowingly acts on behalf of, at the direction of or in association with a person, group or organisation referred to in point (i).

3. For the purposes of this Agreement, 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 to be 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 organised 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 where the disclosure of relevant PNR data is compelled:

(a) by a Canadian court or administrative tribunal in a proceeding directly related to a purpose under Article 3(1); or

(b) by a Canadian criminal court if the order is made to comply with the rights of an accused under the Canadian Charter of Rights and Freedoms.

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 that 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 authorised 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 processing and use of PNR data by the Canadian Competent Authority is deemed to provide an adequate level of protection, within the meaning of relevant European Union data protection law. 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 or 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 or 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.

CHAPTER 2

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

Any processing of sensitive PNR data as defined in Article 2 is prohibited under this Agreement. To the extent that the PNR data received under this Agreement by the Canadian Competent Authority includes sensitive data, the Canadian Competent Authority shall delete the sensitive data.

Article 9

Data security and integrity

1. Canada shall implement regulatory, procedural or technical measures to protect PNR data against accidental, unlawful or unauthorised 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, authorisation, and documentation procedures to the PNR data;

(b) limit access to PNR data to authorised 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 authorisation, 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 unauthorised 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, unauthorised disclosure or access, or any unlawful forms of processing, is 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 shall be subject to oversight by one or more independent public authorities (the 'overseeing authorities'). Canada shall ensure that the overseeing authorities have effective powers to investigate compliance with the rules related to the collection, use, disclosure, retention, or disposal of PNR data. The overseeing authorities may conduct compliance reviews and investigations, may report findings and may make recommendations to the Canadian Competent Authority. Canada shall ensure that the overseeing authorities have 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 authorities ensure that complaints relating to non-compliance with this Agreement are received, investigated, responded to, and appropriately redressed.

3. In addition, Canada shall apply this Agreement subject to independent review by other designated public entities that have the mandate to ensure the oversight or accountability of the public administration.

Article 11

Transparency and notification to passengers

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

(a) a list of the legislation authorising 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.

3. If PNR data retained in accordance with Article 16 has been used subject to the conditions set out in Article 17, or has been disclosed in accordance with Article 19 or Article 20, Canada shall notify, taking into account reasonable efforts, the passengers concerned in writing, individually and within a reasonable time once such notification is no longer liable to jeopardise the investigations by the government authorities concerned, to the extent the relevant contact information of the passengers is available or can be retrieved. The notification shall include information on how the individual concerned can seek administrative or judicial redress pursuant to Article 14.

Article 12

Access by individuals to their PNR data

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:

(a) provides the individual with a copy of their PNR data if the individual makes a written request for their PNR data;

(b) replies in writing to any request;

(c) provides the individual with access to recorded information confirming that the individual's PNR data has been disclosed, if the individual requests that confirmation;

(d) sets out the legal or factual reasons for any refusal to allow access to the individual's PNR data;

(e) informs the individual if the PNR data does not exist; and

(f) informs the individual that they may make a complaint and of the complaint procedure.

3. For important reasons of public interest, Canada may make any access to information under this Article 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, within a reasonable time:

(a) corrects the PNR data and notifies the individual that the correction has been made; or

(b) refuses all or part of the correction, and:

(i) attaches a note to the PNR data reflecting any correction requested that was refused;

(ii) notifies the individual that:

(A) the request for correction is refused, and sets out the legal or factual reasons for the refusal;

(B) the note under point (i) is attached to the PNR data; and

(c) informs 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 receives, investigates and responds 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 notifies 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 that may include compensation.

Article 15

Automated processing of PNR data

1. Canada shall ensure that any automated processing of PNR data is based on non-discriminatory, specific and reliable pre-established models and criteria to enable the Canadian Competent Authority to:

(a) arrive at results targeting individuals who might be under a reasonable suspicion of involvement or participation in terrorist offences or serious transnational crime, or

(b) in exceptional circumstances, protect the vital interests of any individual as set out in Article 3(4).

2. Canada shall ensure that the databases against which PNR data is compared are reliable, up to date and limited to those used by Canada in relation to the purposes set out in Article 3.

3. Canada shall not take any decisions significantly adversely affecting an individual 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 review the PNR data retention period every two years and determine whether it remains commensurate with the level of risk of terrorism and serious transnational crime originating from and transiting through the European Union. Canada shall provide a classified report to the European Union outlining the outcome of the review, including the level of risk identified, factors considered in minimising the data retention period, and the related retention decision.

3. PNR data may be retained under this Agreement beyond the passengers date of departure, where Canada considers that there is a connection with the purposes set out in Article 3, based on objective elements from which it may be inferred that the PNR data might make an effective contribution to addressing those purposes.

4. Canada shall restrict access to PNR data to a limited number of officials specifically authorised by Canada.

5. The use of the PNR data retained under this Article is subject to the conditions laid down in Article 17.

6. Canada shall depersonalise the PNR data through masking identifying information of all passengers at the latest 30 days after Canada receives it.

7. 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 authorised 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.

8. 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 point (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.

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

Article 17

Conditions for the use of PNR data

The Canadian Competent Authority may only use PNR data retained in accordance with Article 16 for purposes other than security and border control checks where new circumstances based on objective grounds indicate that the PNR data of one or more passengers might make an effective contribution to the purposes set out in Article 3. Any such use, including disclosure, shall be subject to prior review by a court or by an independent administrative body based on a reasoned request by the competent authorities within the framework of procedures for the prevention, detection or prosecution of crime, except:

(a) in cases of validly established urgency; or,

(b) for the purpose of verifying the reliability and currency of the pre-established models and criteria on which the automated processing of PNR data is based, or of defining new models and criteria for such automated processing.

Article 18

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 or system functionality;

(c) ensure the security of data processing; and

(d) ensure oversight and accountability of the public administration.

Article 19

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 purposes set out in 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 set out 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 provided for in this Agreement; and

(f) the receiving government authority does not disclose the PNR data to another entity unless the disclosure is authorised 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 20

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 all the following conditions are met:

(a) the PNR data is disclosed to government authorities whose functions are directly related to the purposes set out in 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 set out in Article 3;

(d) only the minimum PNR data necessary is disclosed;

(e) the country to which the data is disclosed has either concluded an Agreement with the European Union that provides for the protection of personal data comparable to this Agreement or is subject to a decision of the European Commission pursuant to European Union law, finding that said country ensures an adequate level of data protection within the meaning of European Union law.

2. As an exception to paragraph 1, point (e), the Canadian Competent Authority may share PNR data with another country if the Head of the Canadian Competent Authority, or a senior official specifically mandated by the Head, considers that the disclosure is necessary for the prevention or investigation of a serious and imminent threat to public security and if that country provides a written assurance, pursuant to an arrangement, agreement or otherwise that the information will be protected in line with the protections set out in this Agreement.

3. 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.

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

Article 21

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 22

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 purposes set out 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 require the use of the method of transfer referred to in Article 21.

CHAPTER 3

IMPLEMENTING AND FINAL PROVISIONS

Article 23

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

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

Article 24

Cooperation

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 25

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 26

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 shall come 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 27

Consultation, review, evaluation and amendments

1. The Parties shall advise each other of any measure that is to be enacted 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. In conducting these reviews, the Parties shall pay special attention to the necessity and proportionality of processing and retaining PNR data for each of the purposes set out in Article 3. The Parties agree that the joint review shall in particular look into the exceptional retention of PNR data according to Article 16(3). The joint reviews shall also include the examination of how the Canadian Competent Authority has ensured that the pre-established models, criteria and databases referred to in Article 15 are reliable, relevant and up to date, taking into account statistical data.

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

4. The Parties shall decide in advance on the modalities of the joint review and shall communicate to each other the composition of their respective teams. For the purpose of such 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, the Parties shall require any participants in a review to respect the confidentiality of the discussions and to have appropriate security clearances. For the purposes of any review, Canada shall provide upon request access to relevant documentation, statistics, systems and personnel.

5. Following each 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 that are attached to the report.

6. A Party proposing an amendment to this Agreement shall do so in writing.

Article 28

Termination

1. A Party may terminate this Agreement at any time by giving notice to the other Party through diplomatic channels of its intention to terminate this Agreement. This Agreement shall be terminated 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 29

Duration

1. Subject to paragraph 2, this Agreement shall remain 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 shall be automatically renewed for an additional seven-year period, unless one Party gives notice to the other Party, in writing through diplomatic channels, at least six months before the expiry of the seven-year period, that it does not intend to renew this Agreement.

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

Article 30

Territorial application

1. This Agreement shall apply to the territory of Canada, and to the territory of the European Union in accordance with the Treaty on European Union and the Treaty on the Functioning of the European Union.

2. By the date of entry into force of this Agreement, the European Union shall notify Canada of the Member States to whose territories this Agreement applies. It subsequently may, at any time, notify any changes thereto.

Article 31

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 shall 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(b);

(b) the independent public authorities as referred to in Article 10 and Article 14(1); and

(c) the independent administrative body as referred to in Article 17.

Canada shall notify without delay any changes to the identity of those authorities.

3. The European Union shall publish the 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 advance passenger information 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, done at Luxembourg on 3 October 2005.

Done in duplicate in the Bulgarian, Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Irish, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish and Swedish languages, each text being equally authentic.

Съставено в Мирабела Еклано на четвърти октомври две хиляди двадесет и четвърта година.

Hecho en Mirabella Eclano, el cuatro de octubre de dos mil veinticuatro.

V Mirabella Eclano dne čtvrtého října dva tisíce dvacet čtyři.

Udfærdiget i Mirabella Eclano, den fjerde oktober to tusind og fireogtyve.

Geschehen zu Mirabella Eclano am vierten Oktober zweitausendvierundzwanzig.

Kahe tuhande kahekümne neljanda aasta oktoobrikuu neljandal päeval Mirabella Eclanos.

Έγινε στη Μιραμπέλα Εκλάνο στις τέσσερις Οκτωβρίου δύο χιλιάδες είκοσι τέσσερα.

Done at Mirabella Eclano on the fourth day of October in the year two thousand and twenty four.

Fait à Mirabella Eclano, le quatre octobre deux mille vingt-quatre.

Arna dhéanamh in Mirabella Eclana, an ceathrú lá de mhí Dheireadh Fómhair sa bhliain dhá mhíle, fiche a ceathair.

Sastavljeno u Mirabelli Eclano četvrtog listopada dvije tisuće dvadeset četvrte.

Fatto a Mirabella Eclano, addì quattro ottobre duemilaventiquattro.

Mirabella Eklano, divi tūkstoši divdesmit ceturtā gada ceturtajā oktobrī.

Priimta du tūkstančiai dvidešimt ketvirtų metų spalio ketvirtą dieną Mirabela Eklane.

Kelt Mirabella Eclanóban, a kétezer-huszonnegyedik év október havának negyedik napján.

Magħmul f'Mirabella Eclano, fl-erbgħa ta' Ottubru fis-sena elfejn u erbgħa u għoxrin.

Gedaan te Mirabella Eclano, vier oktober tweeduizend vierentwintig.

Sporządzono w Mirabella Eclano dnia czwartego października roku dwa tysiące dwudziestego czwartego.

Feito em Mirabella Eclano, em quatro de outubro de dois mil e vinte e quatro.

Întocmit la Mirabella Eclano la patru octombrie două mii douăzeci și patru.

V Mirabella Eclano štvrtého októbra dvetisícdvadsaťštyri.

V Mirabelli Eclano, četrtega oktobra dva tisoč štiriindvajset.

Tehty Mirabella Eclanossa neljäntenä päivänä lokakuuta vuonna kaksituhattakaksikymmentäneljä.

Som skedde i Mirabella Eclano den fjärde oktober år tjugohundratjugofyra.

За Европейския съюз
Por la Unión Europea
Za Evropskou unii
For Den Europæiske Union
Für die Europäische Union
Euroopa Liidu nimel
Για την Ευρωπαϊκή Ένωση
For the European Union
Pour l'Union européenne
Thar ceann an Aontais Eorpaigh
Za Europsku uniju
Per l'Unione europea
Eiropas Savienības vārdā –
Europos Sąjungos vardu
Az Európai Unió részéről
Għall-Unjoni Ewropea
Voor de Europese Unie
W imieniu Unii Europejskiej
Pela União Europeia
Pentru Uniunea Europeană
Za Európsku úniu
Za Evropsko unijo
Euroopan unionin puolesta
För Europeiska unionen



За Канада
Por Canadá
Za Kanadu
For Canada
Für Kanada
Kanada nimel
Για τον Καναδά
For Canada
Pour le Canada
Thar ceann Cheanada
Za Kanadu
Per il Canada
Kanādas vārdā –
Kanados vardu
Kanada részéről
Għall-Kanada
Voor Canada
W imieniu Kanady
Pelo Canadá
Pentru Canada
Za Kanadu
Za Kanado
Kanadan puolesta
För Kanada



ANNEX

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

1. PNR locator code
2. Date of reservation / issue of ticket
3. Date(s) of intended travel
4. Name(s)
5. Frequent flyer information (the designator of the airline or vendor that administers the program), frequent flyer traveller number, membership level, tier description and alliance code)
6. Other names on PNR, including number of travellers on PNR
7. Address, telephone number and electronic contact information of the passenger, the persons who made the flight reservation for the passenger, persons through whom an air passenger may be contacted and persons who are to be informed in the event of an emergency
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. 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 points (1) to (18)