

Overview Report: Canada's Customs Mutual Assistance Agreements

A. Scope of Overview Report

1. This overview report sets out information related to Canada's in force Customs Mutual Assistance Agreements (CMAAs) and its memorandum of understanding related to exports with the United States. Its purpose is to provide background and contextual information to support *viva voce* evidence to be called during Commission hearings.

B. Canada's CMAAs

2. The Agreement between the Government of Canada and the Government of the Argentine Republic on Mutual Assistance in Customs Matters (the "Argentina CMAA") was entered into 15 May 2017 and came into force 29 March 2018. The Argentina CMAA is attached as Appendix "A".

3. The Agreement between the Government of Canada and the Government of the Republic of Chile on Mutual Administrative Assistance in Customs Matters (the "Chile CMAA") was entered into 13 April 2015 and came into force 10 May 2017. The Chile CMAA is attached as Appendix "B".

4. The Exchange of Notes (July 21, October 29 and November 9, 1942) between Canada and the United States of America respecting Customs Privileges for Government Employees (the "US Customs Privileges Agreement") came into force on 9 November 1942. The US Customs Privileges Agreement is attached as Appendix "C".

5. The Agreement between Canada and the United States of America regarding Mutual Assistance and Co-operation between their Customs Administrations (the "US CMAA") was entered into 20 June 1984 and came into force 8 January 1985. The US CMAA is attached as Appendix "D".

6. The Agreement on Land, Rail, Marine, and Air Transport Preclearance between the Government of Canada and the Government of the United States of America (the "US Preclearance Agreement") was entered into 16 March 2015 and came into force 15 August 2019. The US Preclearance Agreement is attached as Appendix "E".

7. The Agreement between the Government of Canada and the Government of the People's Republic of China on Cooperation and Mutual Administrative Assistance in Customs Matters (the "China CMAA") was entered into 8 November 2014 and came into force 11 May 2015. The China CMAA is attached as Appendix "F".
8. The Agreement between Canada and the European Union on Customs Cooperation with Respect to Matters Related to Supply-Chain Security (the "EU CMAA") was entered into 4 March 2013 and came into force 1 November 2013. The EU CMAA is attached as Appendix "G".
9. The Agreement between the Government of Canada and the Government of the State of Israel on Mutual Assistance in Customs Matters (the "Israel CMAA") was entered into 11 December 2012 and came into force 24 July 2013. The Israel CMAA is attached as Appendix "H".
10. The Agreement between the Government of Canada and the Government of the Republic of South Africa regarding Mutual Assistance between their Customs Administrations (the "South Africa CMAA") was entered into 30 October 2009 and came into force 9 November 2010. The South Africa CMAA is attached as Appendix "I".
11. The Agreement between the Government of Canada and the Government of the Kingdom of the Netherlands on Mutual Administrative Assistance in Customs Matters (the "Netherlands CMAA") was entered into 14 August 2007 and came into force 1 September 2010. The Netherlands CMAA is attached as Appendix "J".
12. The Exchange of Notes constituting an Amendment to the Agreement between the Government of Canada and the Government of the Kingdom of the Netherlands on Mutual Administrative Assistance in Customs Matters, done in Ottawa on 14 August 2007 (the "Netherlands CMAA Amendment") came into force 1 December 2010. The Netherlands CMAA Amendment is attached as Appendix "K".
13. The Agreement between Canada and the European Community on Customs Cooperation and Mutual Assistance in Customs Matters (the "European Community

CMAA”) was entered into 4 December 1997 and came into force 1 January 1998. The European Community CMAA is attached as Appendix “L”.

14. The Agreement on Mutual Assistance between Canada and France for the Prevention, Investigation and Suppression, by the Customs Administrations of both Countries, of Customs Offences (the “France CMAA”) was entered into 9 January 1979 and came into force 1 May 1979. The France CMAA is attached as Appendix “M”.

15. The Protocol to the Agreement on Mutual Assistance between Canada and France for the Prevention, Investigation and Suppression, by the Customs Administrations of both Countries, of Customs Offences dated January 9, 1979 (the “France CMAA Protocol”) was entered into 6 November 1990 and came into force 1 January 1991. The Franca CMAA Protocol is attached as Appendix “N”.

16. The Agreement between the Government of Canada and the Government of the United Mexican States regarding Mutual Assistance and Co-operation between their Customs Administrations (the “Mexico CMAA”) was entered into 16 March 1990 and came into force 21 September 1990. The Mexico CMAA Is attached as Appendix “O”.

17. The Agreement between the Government of Canada and the Government of the Republic of Korea for Mutual Assistance concerning Customs Co-operation (the “Korea CMAA”) was entered into 1 July 1986 and came into force 3 July 1986. The Korea CMAA is attached as Appendix “P”.

18. The Agreement between the Government of Canada and the Government of the Federal Republic of Germany regarding Mutual Assistance and Co-operation between their Customs Administrations (the “Germany CMAA”) was entered into 10 September 1984 and came into force 23 January 1986. The Germany CMAA is attached as Appendix “Q”.

19. The Exchange of Notes relative to the Renunciation of the Rights of His Majesty's Government in Canada to Benefit by the Provisions of Existing Treaties Limiting the Right of China to Settle Her National Customs Tariffs or to Impose Dues as She May Think Fit

was entered into and came into force 20 December 1928 (the “China Exchange of Notes”). The China Exchange of Notes is attached as Appendix “R”.

C. Export MOU with the United States

20. The Memorandum of understanding on the exchange of import data, with annexes was signed and entered into force July 29, 1987 (the “US Export MOU”). The US Export MOU is attached as Appendix “S”.



CANADA

TREATY SERIES **2018/6** RECUEIL DES TRAITÉS

ARGENTINA / CUSTOMS

Agreement between the Government of Canada and the Government of the Argentine Republic on Mutual Assistance in Customs Matters

Done at Buenos Aires on 15 May 2017

In Force: 29 March 2018

ARGENTINE / DOUANES

Accord entre le gouvernement du Canada et le gouvernement de la République argentine concernant l'assistance mutuelle en matière douanière

Fait à Buenos Aires le 15 mai 2017

En vigueur : le 29 mars 2018

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represented by the Minister of Foreign Affairs, 2019

The Canada Treaty Series is published by
the Treaty Law Division
of the Department of Foreign Affairs,
Trade and Development
www.treaty-accord.gc.ca

Catalogue No: FR4-2018/6-PDF
ISBN: 978-0-660-08394-0

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par le ministre des Affaires étrangères, 2019

Le Recueil des traités du Canada est publié par
la Direction du droit des traités
du ministère des Affaires étrangères,
du Commerce et du Développement
www.treaty-accord.gc.ca

N° de catalogue : FR4-2018/6-PDF
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AGREEMENT
BETWEEN
THE GOVERNMENT OF CANADA
AND
THE GOVERNMENT OF THE ARGENTINE REPUBLIC
ON MUTUAL ASSISTANCE IN CUSTOMS MATTERS

THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE ARGENTINE REPUBLIC, hereafter referred to as the “Parties”,

CONSIDERING that offences against Customs laws are prejudicial to the security and public health of their respective countries, as well as to their social, cultural, economic, fiscal and commercial interests;

CONSIDERING the importance of accurate assessment of customs duties and other taxes collected on the importation and exportation of goods and of ensuring that their Customs administrations properly apply measures of prohibition, restriction and control;

RECOGNIZING the need for international cooperation in matters related to the administration and enforcement of their Customs laws;

CONSIDERING that illegal trafficking in weapons, explosives, chemical, biological and nuclear substances as well as in narcotic drugs, psychotropic substances, chemical precursors, endangered species, hazardous goods and other prohibited, regulated or controlled goods, constitutes a danger to public health and society;

CONVINCED that action against Customs offences can be made more effective by close cooperation between their respective Customs administrations;

HAVING REGARD to the relevant instruments of the Customs Co-operation Council, now known as the World Customs Organization, in particular the Recommendation of the Council on Mutual Administrative Assistance of 5 December 1953;

HAVING REGARD also to international Conventions of which both Parties are members, which set out prohibitions, restrictions and special measures of control in respect of specific goods;

HAVE AGREED as follows:

ACCORD
ENTRE
LE GOUVERNEMENT DU CANADA
ET
LE GOUVERNEMENT DE LA RÉPUBLIQUE ARGENTINE
CONCERNANT L'ASSISTANCE MUTUELLE EN MATIÈRE DOUANIÈRE

LE GOUVERNEMENT DU CANADA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE ARGENTINE, ci-après appelés les « Parties »,

CONSIDÉRANT que les infractions à la législation douanière portent préjudice, dans leurs pays respectifs, à la sécurité et à la santé publique, ainsi qu'à leurs intérêts sociaux, culturels, économiques, fiscaux et commerciaux;

CONSIDÉRANT qu'il importe d'évaluer avec précision les droits de douane et autres taxes perçues à l'importation et à l'exportation des marchandises, et de veiller à ce que leurs administrations des douanes appliquent convenablement des mesures d'interdiction, de restriction et de contrôle;

RECONNAISSANT la nécessité d'une coopération internationale en ce qui concerne les questions se rapportant à l'administration et au respect de leurs législations douanières;

CONSIDÉRANT que le trafic illégal d'armes, d'explosifs, de substances chimiques, biologiques et nucléaires, de même que de stupéfiants, de substances psychotropes, de précurseurs chimiques, d'espèces en péril, de matières dangereuses et d'autres marchandises prohibées, réglementées ou contrôlées constitue un danger pour la santé publique et pour la société;

CONVAINCUS qu'une coopération étroite entre leurs administrations des douanes respectives peut augmenter l'efficacité de leurs actions visant à contrer les infractions douanières;

COMPTE TENU des instruments pertinents du Conseil de coopération douanière, devenu depuis l'Organisation mondiale des douanes, plus particulièrement la Recommandation du Conseil sur l'assistance mutuelle administrative adoptée le 5 décembre 1953;

COMPTE TENU ÉGALEMENT des conventions internationales auxquelles les deux Parties sont parties et qui énoncent des interdictions, des restrictions et des mesures de contrôle spéciales à l'égard de certaines marchandises;

SONT CONVENUS de ce qui suit :

ARTICLE 1

Definitions

For the purposes of this Agreement:

- (a) “Customs administration” shall mean for the Government of Canada, the Canada Border Services Agency; for the Government of the Argentine Republic, the Federal Administration of Public Revenues; or any other governmental administration designated by a Party to the other Party as responsible for administering Customs laws;
- (b) “Customs duties” shall mean any duty, tariff, fee, tax or charge which is levied in the territory of the Parties in the application of Customs laws, but does not include fees or charges related to customs services;
- (c) “Customs laws” shall mean all laws and regulations in force in the respective territories of the Parties and enforceable by the Customs administrations of the Parties concerning the importation, exportation, and transit of goods, as they relate, *inter alia*, to customs duties, taxes and other charges or to prohibitions, restrictions and other controls in respect of the movement of goods across national boundaries;
- (d) “Customs offence” shall mean any violation or attempted violation of the Customs laws;
- (e) “information” shall mean any data, whether or not processed or analysed, and any documents, reports, or records, as well as certified or authenticated copies thereof, or other communications in any format, including electronic format;
- (f) “official” shall mean any customs official or other governmental official who has been appointed for the application of the Customs laws;
- (g) “person” shall mean a natural person or a legal entity;
- (h) “personal data” shall mean data concerning an identified or identifiable person, within the scope given by the laws and regulations of the Parties;
- (i) “requesting Administration” shall mean the Customs administration that makes a request for assistance under this Agreement;
- (j) “requested Administration” shall mean the Customs administration that receives a request for assistance under this Agreement;
- (k) “requesting Party” shall mean the Party whose Customs administration requests assistance;

ARTICLE PREMIER

Définitions

Pour l'application du présent accord :

- a) « administration des douanes » désigne pour le gouvernement du Canada, l'Agence des services frontaliers du Canada; pour le gouvernement de la République argentine, l'administration fédérale des recettes publiques; ou toute autre administration gouvernementale désignée par une Partie à l'autre Partie à titre d'administration chargée de l'application de la législation douanière;
- b) « droits de douane » désigne tout droit, taxe, redevance ou imposition prélevé sur le territoire des Parties en application de la législation douanière, à l'exception toutefois des redevances et impositions liées aux services douaniers;
- c) « législation douanière » : désigne toutes les lois et tous les règlements en vigueur sur les territoires respectifs des Parties et applicables par les administrations des douanes des Parties en matière d'importation, d'exportation et de transit des marchandises tels qu'ils se rapportent, entre autres, aux droits de douane, taxes et autres frais ou aux interdictions, restrictions et autres contrôles ayant trait au mouvement des marchandises qui traversent les frontières nationales;
- d) « infraction douanière » désigne toute violation ou tentative de violation de la législation douanière;
- e) « renseignement » désigne toute donnée, qu'elle ait été traitée ou analysée ou non, et tout document, rapport ou registre, ainsi que toute copie authentifiée ou certifiée conforme de celui-ci, ou d'autres communications sous toute autre forme, y compris sous forme électronique;
- f) « fonctionnaire » désigne tout fonctionnaire des douanes ou tout autre fonctionnaire du gouvernement qui a été nommé pour appliquer la législation douanière;
- g) « personne » désigne une personne physique ou morale;
- h) « donnée personnelle » désigne une donnée concernant une personne identifiée ou identifiable, dans le champ d'application des lois et règlements des Parties;
- i) « administration requérante » désigne l'administration des douanes qui fait une demande d'assistance en application du présent accord;
- j) « administration sollicitée » désigne l'administration des douanes qui reçoit une demande d'assistance en application du présent accord;
- k) « Partie requérante » désigne la Partie dont l'administration des douanes demande de l'assistance;

- (l) “requested Party” shall mean the Party whose Customs administration is requested to provide assistance;
- (m) “reshipment” shall mean the customs procedure under which goods that have not been nationalized are returned to their place of origin;
- (n) “transhipment” shall mean the customs procedure under which goods are transferred from the importing means of transport to the exporting means of transport within the area under Customs control.

ARTICLE 2

Scope of the Agreement

1. The Parties shall, through their Customs administrations, provide mutual administrative assistance, under the terms set out in this Agreement, to ensure the proper application of Customs laws, and to prevent, investigate and combat Customs offences, and to ensure the security of the international trade supply chain.
2. The Parties shall provide assistance under this Agreement, to the extent consistent with their respective domestic laws and administrative provisions, and within the limits of their Customs administrations’ competence and available resources.
3. This Agreement is intended solely for the mutual administrative assistance in customs matters between the Parties. It does not confer a right to any person to obtain, suppress or exclude evidence, or to impede the execution of a request.
4. This Agreement shall not provide for the recovery, in the territory of the requested Party of customs duties, taxes and any other charges incurred in the territory of the requesting Party.

ARTICLE 3

Scope of Assistance

The Parties shall, through their Customs administrations, on request or on their own initiative, provide each other with information intended to ensure that Customs laws are properly applied, and to prevent, investigate and combat Customs offences and to secure the international trade supply chain. This may include information relating to:

- (a) law enforcement techniques that have proven effective;

- l) « Partie sollicitée » désigne la Partie dont l'administration des douanes est sollicitée pour fournir une assistance;
- m) « réexpédition » désigne le régime douanier en application duquel des marchandises qui n'ont pas été nationalisées sont retournées à leur lieu d'origine;
- n) « transbordement » désigne le régime douanier en application duquel des marchandises sont transférées du moyen de transport utilisé à l'importation vers le moyen de transport utilisé à l'exportation dans la zone sous contrôle douanier.

ARTICLE 2

Champ d'application de l'accord

1. Les Parties, par l'intermédiaire de leurs administrations des douanes, se prêtent une assistance mutuelle administrative, conformément aux dispositions du présent accord, afin d'assurer une application convenable de la législation douanière, de prévenir les infractions douanières, de mener des enquêtes à leur égard et de les combattre, et d'assurer la sécurité de la chaîne logistique internationale.
2. Les Parties fournissent une assistance en application du présent accord, dans une mesure conforme à leur législation interne et à leurs dispositions administratives, et dans les limites de la compétence de leurs administrations douanières et des ressources dont elles disposent.
3. Le présent accord vise uniquement l'assistance mutuelle administrative en matière douanière entre les Parties. Il ne confère à aucune personne, le droit d'obtenir, de supprimer ou d'exclure un élément de preuve ou de faire obstacle à la réponse à une demande.
4. Le présent accord ne permet pas le recouvrement, sur le territoire de la Partie sollicitée, des droits de douanes, des taxes et de tous les autres frais engagés sur le territoire de la Partie requérante.

ARTICLE 3

Portée de l'assistance

Les Parties, par l'intermédiaire de leurs administrations des douanes, se fournissent, sur demande ou de leur propre initiative, les renseignements visant à assurer une application convenable de la législation douanière, à prévenir les infractions douanières, à mener des enquêtes à leur égard et à les combattre, et à assurer la sécurité de la chaîne logistique internationale. Ces renseignements peuvent porter sur :

- a) des techniques éprouvées d'application de la loi;

- (b) new trends, means or methods of committing Customs offences; and
- (c) any other data that may assist the Customs administrations with risk assessment.

ARTICLE 4

Special Instances of Assistance

1. On request, the requested Party shall, through its Customs administration, provide the requesting Party with the following information:
 - (a) whether goods which are imported into the territory of the requesting Party were lawfully exported from the territory of the requested Party;
 - (b) whether goods which are exported from the territory of the requesting Party were lawfully imported into the territory of the requested Party and the customs procedure, if any, under which the goods have been placed;
 - (c) whether goods which are transhipped or reshipped in the territory of one of the Parties were lawfully transhipped or reshipped.
2. On request, the requested Party shall, through its Customs administration, and to the extent consistent with its domestic laws and administrative provisions, maintain surveillance over and provide the requesting Party with information on:
 - (a) persons known to have committed or suspected of being about to commit a Customs offence in the territory of the requesting Party, particularly those moving into and out of the territory of the requested Party;
 - (b) goods, either in transport or in storage, known to have been used or suspected of being used to commit a Customs offence in the territory of the requesting Party;
 - (c) means of transport known to have been used or suspected of being used to commit a Customs offence in the territory of the requesting Party; and
 - (d) premises used for storing goods in the territory of the requested Party that may be used in connection with the commission of a Customs offence in the territory of the requesting Party.
3. On request, the requested Party shall, through its Customs administration, provide information on the assessment of customs duties to the requesting Party if the requesting Party has reason to doubt the accuracy and truthfulness of a declaration.

- b) des nouvelles tendances ou méthodes et des nouveaux moyens utilisés pour commettre des infractions douanières;
- c) toute autre donnée susceptible d'aider les administrations des douanes à évaluer les risques.

ARTICLE 4

Cas particuliers d'assistance

1. Sur demande, la Partie sollicitée, par l'intermédiaire de son administration des douanes, fournit à la Partie requérante les renseignements concernant la question de savoir :
 - a) si les marchandises importées sur le territoire de la Partie requérante ont été exportées légalement du territoire de la Partie sollicitée;
 - b) si les marchandises exportées du territoire de la Partie requérante ont été importées légalement sur le territoire de la Partie sollicitée et concernant, le cas échéant, le régime douanier sous lequel les marchandises ont été placées;
 - c) si les marchandises transbordées ou réexpédiées sur le territoire de l'une des Parties ont été légalement transbordées ou réexpédiées.
2. Sur demande, la Partie sollicitée, par l'intermédiaire de son administration des douanes et dans la mesure conforme à sa législation interne et à ses dispositions administratives, exerce une surveillance à l'égard de ce qui suit et fournit à la Partie requérante des renseignements sur :
 - a) les personnes dont on sait qu'elles ont commis, ou qu'on soupçonne d'être sur le point de commettre, une infraction douanière sur le territoire de la Partie requérante, notamment celles qui pénètrent sur le territoire de la Partie sollicitée ou qui en sortent;
 - b) les marchandises transportées ou entreposées dont on sait qu'elles ont été utilisées, ou qu'on soupçonne d'être utilisées, pour commettre une infraction douanière sur le territoire de la Partie requérante;
 - c) les moyens de transport dont on sait qu'ils ont été utilisés, ou qu'on soupçonne d'être utilisés, pour commettre une infraction douanière sur le territoire de la Partie requérante;
 - d) les locaux utilisés pour entreposer des marchandises sur le territoire de la Partie sollicitée susceptibles d'être utilisés dans le cadre d'une infraction douanière sur le territoire de la Partie requérante.
3. Sur demande, la Partie sollicitée, par l'intermédiaire de son administration des douanes, fournit des renseignements sur l'évaluation des droits de douane à la Partie requérante si cette dernière a des raisons de douter de l'exactitude et de la véracité d'une déclaration.

4. A Party shall, through its Customs administration, on request or on its own initiative, provide the other Party with information on planned, ongoing or completed activities if they constitute or appear to constitute a Customs offence in the territory of the other Party.

5. In cases that could involve substantial damage to the economy, public health, public security, including the security of the international trade supply chain, or any other vital interest of a Party, the Customs administration of the other Party shall, when possible, supply information on its own initiative without delay.

ARTICLE 5

Communication of Requests

1. Requests for assistance under this Agreement shall be made directly between the Parties through their Customs administrations.

2. Requests for assistance shall be made either in writing or electronically, and shall be accompanied by any information deemed useful to comply with the requests. The requested Party may require written confirmation of electronic requests. If the circumstances so require, requests may be made verbally. These requests shall be confirmed promptly in writing or, if acceptable to both Parties, by electronic means.

3. When a Party requests assistance under this Agreement, it shall provide the following details:

- (a) the name of the requesting Administration;
- (b) the matter at issue, the type of assistance requested, and reasons for the request;
- (c) the names and addresses of the persons to whom the request relates, if known;
and
- (d) a brief description of the case under review and the applicable legal provisions.

4. When the requesting Party requests that a certain procedure or methodology be followed, the other Party shall comply with this request to the extent consistent with its domestic laws and administrative provisions.

5. A Party shall only request original information if a copy is insufficient and shall return original information at the earliest opportunity. The rights of the requested Party or of third parties relating to the original information are not waived.

6. Each Party shall communicate the information referred to in this Agreement through an official of its Customs administration who is specially designated for this purpose. Each Party shall provide the other Party with a list of the officials who are designated to communicate and receive this information.

4. Une Partie, par l'intermédiaire de son administration des douanes, sur demande ou de sa propre initiative, fournit à l'autre Partie des renseignements sur des activités prévues, en cours ou terminées, si ces activités constituent ou semblent constituer une infraction douanière sur le territoire de l'autre Partie.

5. Dans des situations susceptibles de causer des préjudices importants à l'économie, à la santé publique, à la sécurité publique, y compris à la sécurité de la chaîne logistique internationale, ou à tout autre intérêt vital d'une Partie, l'administration des douanes de l'autre Partie fournit, si possible, des renseignements de son propre chef et sans délai.

ARTICLE 5

Communication des demandes

1. Les demandes d'assistance effectuées en application du présent accord sont faites directement entre les Parties par l'intermédiaire de leurs administrations des douanes.

2. Les demandes d'assistance sont faites soit par écrit soit par voie électronique, et tout renseignement jugé utile pour donner suite aux demandes y est joint. La Partie sollicitée peut demander une confirmation écrite des demandes faites par voie électronique. Si les circonstances l'exigent, les demandes peuvent être faites verbalement. Ces demandes sont confirmées dans les plus brefs délais par écrit ou, si les deux Parties estiment que c'est acceptable, par voie électronique.

3. Lorsqu'une Partie demande de l'assistance dans le cadre du présent accord, elle fournit les détails suivants :

- a) le nom de l'administration requérante;
- b) le sujet en question, le type d'assistance demandée et les motifs de la demande;
- c) le nom et l'adresse des personnes visées par la demande, s'ils sont connus;
- d) une brève description du dossier examiné et des dispositions juridiques applicables.

4. Si la Partie requérante demande que l'on suive une certaine procédure ou méthode, l'autre Partie se conforme à la demande, dans la mesure conforme à sa législation interne et à ses dispositions administratives.

5. Une Partie ne demande l'original d'un renseignement que si une copie ne suffit pas, et elle remet cet original le plus tôt possible. Les droits de la Partie sollicitée, ou des tierces parties, à l'égard des originaux des renseignements sont maintenus.

6. Chaque Partie communique les renseignements mentionnés dans le présent accord par l'intermédiaire d'un fonctionnaire de son administration des douanes spécialement désigné à cet effet. Chaque Partie fournit à l'autre Partie une liste des fonctionnaires qui ont été désignés pour communiquer ou recevoir les renseignements.

ARTICLE 6

Execution of Requests

1. If the requested Administration is the appropriate authority and does not have the information requested by a Party, it shall, to the extent consistent with its domestic laws and administrative provisions, initiate inquiries to obtain that information.
2. If the requested Administration is not the appropriate authority to respond to a request, it shall, to the extent consistent with its domestic laws and administrative provisions:
 - (a) promptly transmit the request to the appropriate authority; or
 - (b) indicate which relevant authorities are concerned.
3. The requested Administration shall communicate without delay to the requesting Administration the procedures to be followed.

ARTICLE 7

Presence of Officials

1. For the purpose of investigating a Customs offence, officials specially designated by the requesting Party may, on written request, with the authorization of the requested Administration and subject to any conditions imposed by the requested Party:
 - (a) be present during an inquiry conducted by the requested Party in its territory that is relevant to the requesting Party;
 - (b) examine, in the offices of the requested Party, documents and any other information related to that Customs offence, and receive copies of those documents and that information.
2. When the requested Party considers it appropriate for officials of the requesting Party to be present when measures of assistance are carried out pursuant to a request, the requested Party may invite officials of the requesting Party to participate, subject to any terms and conditions specified by the requested Party.
3. When officials designated by a Party are present in the territory of the other Party under the terms of this Agreement, they are required at all times to be able to furnish proof of their identity and their official capacity.
4. Officials of the requesting Party in the territory of the requested Party shall be present solely in an advisory capacity and shall not have any of the legal or investigative powers which are granted to officials of the requested Party under the domestic laws of the requested Party.

ARTICLE 6

Réponses aux demandes

1. Si l'administration sollicitée est l'autorité compétente et qu'elle n'est pas en possession des renseignements demandés par une Partie, elle entreprend, dans la mesure conforme à sa législation interne et à ses dispositions administratives, des recherches pour les obtenir.
2. Si l'administration sollicitée n'est pas l'autorité compétente pour répondre à une demande, elle, dans la mesure conforme à sa législation interne et à ses dispositions administratives, selon le cas :
 - a) transmet dans les plus brefs délais la demande à l'autorité compétente;
 - b) indique qui sont les autorités en cause.
3. L'administration sollicitée communique sans délai à l'administration requérante la procédure à suivre.

ARTICLE 7

Présence de fonctionnaires

1. Sur demande écrite, et aux fins d'une enquête visant une infraction douanière, des fonctionnaires spécialement désignés par la Partie requérante peuvent, avec l'autorisation de l'administration sollicitée et sous réserve de toutes les conditions imposées par la Partie sollicitée :
 - a) être présents lors d'une enquête menée par la Partie sollicitée sur son territoire qui est pertinente pour la Partie requérante;
 - b) examiner, dans les bureaux de la Partie sollicitée, les documents et tout autre renseignement concernant l'infraction douanière, et en obtenir des copies.
2. La Partie sollicitée qui juge qu'il est approprié que des fonctionnaires de la Partie requérante soient présents quand des mesures d'assistance sont prises pour donner suite à une demande peut inviter des fonctionnaires de la Partie requérante à y participer, sous réserve de toutes les modalités précisées par la Partie sollicitée.
3. Lorsque des fonctionnaires désignés par une Partie sont présents sur le territoire de l'autre Partie en application du présent accord ils doivent à tout moment être en mesure de fournir la preuve de leur identité et de leur qualité officielle.
4. Les fonctionnaires de la Partie requérante se trouvant sur le territoire de la Partie sollicitée ne sont présents qu'en qualité de conseillers et n'ont aucun des pouvoirs juridiques ou des pouvoirs d'enquête qui sont accordés aux fonctionnaires de la Partie sollicitée en vertu de la législation interne de la Partie sollicitée.

ARTICLE 8

Experts and Witnesses

1. On request, the requested Party may authorize its officials to appear before a court or tribunal in the territory of the requesting Party as an expert or witness in a matter involving a Customs offence and to produce related files, documents or materials, or authenticated copies of those files, documents or materials that may be considered essential for the proceedings.
2. A Party shall ensure that the testimony of an official of the other Party who appears before a court or tribunal as an expert or witness is subject to domestic evidentiary laws, including laws on privilege and confidentiality.

ARTICLE 9

Use and Confidentiality of Information

1. Any information received under this Agreement shall be used only by the Customs administrations of the Parties and solely for the purposes of the Agreement, except in cases where the Customs administration supplying the information has authorised, in writing, its use by other authorities or for other purposes subject to any terms and conditions it may specify.
2. Any information received under this Agreement shall be treated as confidential and shall be subject to the same level of protection and confidentiality afforded to equivalent information under the domestic laws of the receiving Party.

ARTICLE 10

Personal Data

1. Personal data exchanged under this Agreement shall be subject to a level of protection equivalent to the level of protection maintained by the Party providing the data.
2. The Parties shall provide each other with copies of all domestic laws and administrative provisions concerning the personal data protection of their respective countries.
3. The Parties shall not exchange personal data until the Parties have decided that the level of protection in their territories is equivalent.

ARTICLE 8

Experts et témoins

1. Sur demande, la Partie sollicitée peut autoriser ses fonctionnaires à comparaître devant une cour ou un tribunal sur le territoire de la Partie requérante en qualité d'expert ou de témoin dans une affaire visant une infraction douanière et à produire des dossiers, documents ou autres éléments matériels, ou des copies authentifiées de ces dossiers, documents ou éléments matériels pouvant être considérés essentiels pour les procédures.

2. Une Partie veille à ce que le témoignage d'un fonctionnaire de l'autre Partie qui comparaît devant une cour ou un tribunal en qualité d'expert ou de témoin soit assujetti à la législation interne en matière de preuve, y compris à la législation relative au privilège et à la confidentialité.

ARTICLE 9

Utilisation et confidentialité des renseignements

1. Tout renseignement obtenu en application du présent accord n'est utilisé que par les administrations des douanes des Parties, et uniquement pour l'application du présent accord, sauf dans les cas où l'administration des douanes qui fournit le renseignement a autorisé, par écrit, son utilisation par d'autres autorités ou à d'autres fins, sous réserve de toutes les modalités qu'elle peut préciser.

2. Tout renseignement obtenu en application du présent accord est traité comme confidentiel et est assujetti au même niveau de protection et de confidentialité que celui accordé à un renseignement équivalent en vertu de la législation interne de la Partie qui l'a obtenu.

ARTICLE 10

Données personnelles

1. Les données personnelles échangées en application du présent accord sont assujetties à un niveau de protection équivalent à celui maintenu par la Partie qui fournit les données.

2. Les Parties se fournissent des copies de l'ensemble de la législation interne et des dispositions administratives concernant la protection accordée aux données personnelles dans leurs pays respectifs.

3. Les Parties n'échangent aucune donnée personnelle avant qu'elles n'aient établi que le niveau de protection sur leurs territoires est équivalent.

ARTICLE 11

Exemptions

1. If a requested Party is of the opinion that providing assistance to the requesting Party under this Agreement would infringe on the sovereignty, security, public policy or other substantive national interest of the requested Party, or involve a violation of industrial, commercial or professional secrecy, it may refuse assistance or it may provide assistance only if certain conditions are met.
2. If the requesting Party would not be able to comply if a similar request were made by the requested Party, it shall draw attention to that fact in its request. The requested Party, through its customs administration, shall have the discretion to determine whether to comply with that request.
3. The requested Party may postpone assistance on the grounds that it will interfere with an ongoing investigation, prosecution or proceeding. In that case, the requested Party shall consult with the requesting Party, through their respective Customs administrations, to determine if assistance can be given subject to any terms and conditions as the requested Party may require.
4. When the assistance is refused or postponed, the reasons shall be promptly notified in writing to the requesting Party.

ARTICLE 12

Costs

1. The Parties shall, through their Customs administrations, waive all claims for the reimbursement of costs incurred in the execution of this Agreement, with the exception of expenses for witnesses, fees of experts and the costs of interpreters, other than government employees, which shall be borne by the requesting Party.
2. If expenses of a substantial or extraordinary nature are necessary to execute a request, the Parties shall, through their Customs administrations, consult to determine the terms and conditions under which the request may be carried out, as well as the manner in which the costs shall be borne.

ARTICLE 11

Exceptions

1. La Partie sollicitée qui estime que le fait de fournir l'assistance à la Partie requérante en application du présent accord porterait atteinte à sa souveraineté, à sa sécurité, à ses politiques publiques ou à d'autres de ses intérêts nationaux essentiels ou donnerait lieu à une violation de secrets industriels, commerciaux ou professionnels, peut refuser l'assistance ou ne la fournir que sous certaines conditions.
2. La Partie requérante qui demande de l'assistance qu'elle ne pourrait pas elle-même fournir si la Partie sollicitée présentait une demande similaire signale ce fait dans sa demande. La Partie sollicitée, par l'intermédiaire de son administration des douanes, a le pouvoir discrétionnaire de déterminer la suite à donner à la demande.
3. La Partie sollicitée peut différer l'assistance si le fait de fournir l'assistance perturbera une enquête, une poursuite ou une procédure en cours. Dans ce cas, la Partie sollicitée consulte la Partie requérante, par l'intermédiaire de leurs administrations des douanes respectives, pour déterminer si l'assistance peut être apportée sous réserve de toutes les modalités que peut exiger la Partie sollicitée.
4. Lorsque l'assistance est refusée ou différée, les motifs du refus ou du report sont notifiés dans les plus brefs délais à la Partie requérante.

ARTICLE 12

Frais

1. Les Parties, par l'intermédiaire de leurs administrations des douanes, renoncent à toute réclamation visant le remboursement des frais engagés pour la mise en application du présent accord, sauf les dépenses pour les témoins, les honoraires des experts, et les coûts des interprètes, autres que des employés de l'État, qui sont à la charge de la Partie requérante.
2. Si la réponse à une demande entraîne des frais élevés ou inhabituels, les Parties se consultent, par l'intermédiaire de leurs administrations des douanes, pour déterminer les modalités selon lesquelles il peut être donné suite à la demande, ainsi que la manière selon laquelle les frais sont pris en charge.

ARTICLE 13

Implementation of the Agreement

The Parties shall, through their Customs administrations, be responsible for the implementation of the Agreement. They shall, *inter alia*:

- (a) enable the officials responsible for investigating or combating Customs offences to maintain direct relations with one another;
- (b) decide on detailed arrangements to facilitate the implementation of this Agreement; and
- (c) endeavour to resolve any problem or doubt arising from the interpretation or application of this Agreement.

ARTICLE 14

Territorial Application

This Agreement shall apply to the territories in which the Customs laws of the Parties apply.

ARTICLE 15

Final Provisions

1. The Parties shall notify each other in writing through diplomatic channels of the completion of the constitutional or internal requirements for the entry into force of this Agreement. This Agreement shall enter into force on the date of the latter notification.
2. The Parties agree to meet in order to consider the necessity of a review of this Agreement at the request of one of the Parties.
3. The Parties may amend this Agreement by mutual consent in writing. Any amendment of this Agreement is subject to the same procedure as the procedure used for entry into force.

ARTICLE 13

Mise en œuvre du présent accord

Les Parties, par l'intermédiaire de leurs administrations des douanes, sont chargées de la mise en œuvre du présent accord. Notamment, elles :

- a) permettent aux fonctionnaires chargés de mener des enquêtes à l'égard des infractions douanières, ou de les combattre, d'entretenir entre eux des relations directes;
- b) décident des dispositions détaillées visant à faciliter la mise en œuvre du présent accord;
- c) s'efforcent de résoudre tout problème ou de dissiper tout doute découlant de l'interprétation ou de l'application du présent accord.

ARTICLE 14

Application territoriale

Le présent accord s'applique aux territoires où la législation douanière des Parties est applicable.

ARTICLE 15

Dispositions finales

1. Chaque Partie notifie par écrit à l'autre Partie, par voie diplomatique, l'achèvement de ses exigences constitutionnelles ou internes nécessaires à l'entrée en vigueur du présent accord. Le présent accord entre en vigueur à la date de la dernière notification à cet égard.
2. Les Parties conviennent de se rencontrer en vue de se pencher sur la question de savoir s'il est nécessaire de réexaminer le présent accord, à la demande de l'une d'elles.
3. Les Parties peuvent amender le présent accord par consentement mutuel écrit. Tout amendement au présent accord est assujéti à la même procédure que celle utilisée pour l'entrée en vigueur.

4. The Parties intend for this Agreement to remain in force for an indeterminate time, but a Party may terminate this Agreement at any time by written notification through diplomatic channels to the other Party. The termination shall take effect three (3) months after the date that the other Party receives the notification. At the time of termination, ongoing proceedings and requests made under this Agreement shall nevertheless be completed in accordance with the terms of this Agreement.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective governments, have signed this Agreement.

DONE at Buenos Aires, on the 15th day of May 2017, in duplicate, in the English, French and Spanish languages, each version being equally authentic.

Robert Fry

**FOR THE GOVERNMENT
OF CANADA**

Alberto Remigio

**FOR THE GOVERNMENT
OF THE ARGENTINE REPUBLIC**

4. Les Parties veulent que le présent accord demeure en vigueur pendant une durée illimitée, mais une Partie peut le dénoncer à tout moment par notification écrite transmise à l'autre Partie par la voie diplomatique. La dénonciation prend effet trois (3) mois après la date à laquelle l'autre Partie a reçu la notification. Les procédures et les demandes en cours faites en application du présent accord au moment de la dénonciation sont toutefois menées à terme conformément aux dispositions du présent accord.

EN FOI DE QUOI les soussignés, dûment autorisés par leur gouvernement respectif, ont signé le présent accord.

FAIT, en double exemplaire, à Buenos Aires, ce 15^e jour de mai 2017, en langues française, anglaise et espagnole, chaque version faisant également foi.

**POUR LE GOUVERNEMENT
DU CANADA**

Robert Fry

**POUR LE GOUVERNEMENT
DE LA RÉPUBLIQUE ARGENTINE**

Alberto Remigio



CANADA

TREATY SERIES **2017/15** RECUEIL DES TRAITÉS

CHILE / AGREEMENT - CUSTOMS MATTERS

Agreement between the Government of Canada and the Government of the Republic of Chile on Mutual Administrative Assistance in Customs Matters

Done at Puerto Natales 13 April 2015

In Force: 10 May 2017

CHILI / ACCORD - MATIÈRE DOUANIÈRE

Accord entre le gouvernement du Canada et le gouvernement de la République du Chili concernant l'assistance administrative mutuelle en matière douanière

Fait à Puerto Natales le 13 avril 2015

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The Canada Treaty Series is published by
the Treaty Law Division
of the Department of Foreign Affairs,
Trade and Development
www.treaty-accord.gc.ca

Catalogue No: FR4-2017/15-PDF
ISBN: 978-0-660-08764-1

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par le ministre des Affaires étrangères, 2017

Le Recueil des traités du Canada est publié par
la Direction du droit des traités
du ministère des Affaires étrangères,
du Commerce et du Développement
www.treaty-accord.gc.ca

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**AGREEMENT
BETWEEN
THE GOVERNMENT OF CANADA
AND
THE GOVERNMENT OF THE REPUBLIC OF CHILE
ON MUTUAL ADMINISTRATIVE ASSISTANCE
IN CUSTOMS MATTERS**

THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE REPUBLIC OF CHILE (the “Parties”),

CONSIDERING that offences against customs laws are prejudicial to the security and public health of their respective countries as well as to their economic, fiscal, social, cultural, and commercial interests;

CONSIDERING the importance of accurately assessing customs duties and taxes collected on the importation and exportation of goods and of ensuring that their respective customs administrations properly apply prohibitions, restrictions and control measures;

CONSIDERING that illegal cross-border trafficking in goods constitutes a danger to society;

RECOGNIZING the need for international cooperation in matters related to the administration and enforcement of their customs laws;

RECOGNIZING that action against customs offences can be made more effective by close cooperation between their respective customs administrations;

ACKNOWLEDGING the relevant instruments of the Customs Co-operation Council, now known as the World Customs Organization, in particular the Recommendation of the Council on Mutual Administrative Assistance of 5 December 1953;

ALSO ACKNOWLEDGING international conventions to which both Parties are members, which set out prohibitions, restrictions and control measures in respect of specific goods;

HAVING REGARD to the provisions established in the *Free Trade Agreement between the Government of Canada and the Government of the Republic of Chile*, especially Article E-12;

HAVE AGREED as follows:

ACCORD
ENTRE
LE GOUVERNEMENT DU CANADA
ET
LE GOUVERNEMENT DE LA RÉPUBLIQUE DU CHILI
CONCERNANT L'ASSISTANCE ADMINISTRATIVE MUTUELLE
EN MATIÈRE DOUANIÈRE

LE GOUVERNEMENT DU CANADA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU CHILI (les « Parties »),

CONSIDÉRANT que les infractions à la législation douanière portent préjudice, dans leurs pays respectifs, à la sécurité et à la santé publique, ainsi qu'à leurs intérêts économiques, fiscaux, sociaux, culturels et commerciaux;

CONSIDÉRANT qu'il importe d'évaluer avec précision les droits de douane et les taxes perçues à l'importation et à l'exportation des marchandises, et de veiller à ce que leurs administrations des douanes respectives appliquent correctement des interdictions, des restrictions et des mesures de contrôle;

CONSIDÉRANT que le trafic transfrontalier illégal des marchandises constitue un danger pour la société;

RECONNAISSANT la nécessité d'une coopération internationale en ce qui concerne les questions se rapportant à l'administration et au respect de la législation douanière;

RECONNAISSANT qu'une coopération étroite entre leurs administrations des douanes respectives peut augmenter l'efficacité de leurs actions visant à contrer les infractions douanières;

RECONNAISSANT les instruments pertinents du Conseil de coopération douanière, devenu depuis l'Organisation mondiale des douanes, plus particulièrement la Recommandation du Conseil sur l'assistance administrative mutuelle adoptée le 5 décembre 1953;

RECONNAISSANT ÉGALEMENT les conventions internationales dont les deux Parties sont membres et qui énoncent des interdictions, des restrictions et des mesures de contrôle à l'égard de certaines marchandises;

COMPTE TENU des dispositions de l'*Accord de libre-échange entre le gouvernement du Canada et le gouvernement de la République du Chili*, en particulier l'article E-12;

SONT CONVENUS de ce qui suit :

ARTICLE 1

Definitions

For the purposes of this Agreement:

- (a) “customs administration” means for the Government of Canada, the Canada Border Services Agency; for the Government of the Republic of Chile, the National Customs Service; or any other governmental administration designated by a Party as responsible for administering customs laws;
- (b) “customs laws” means all laws and regulations in force in the respective territories of the Parties and enforceable by the customs administrations of the Parties concerning the importation, exportation, and transit of goods, as they relate, *inter alia*, to customs duties, taxes and other charges or to prohibitions, restrictions and other control measures in respect of the movement of goods across national boundaries;
- (c) “customs offence” means any contravention or attempted contravention of the customs laws;
- (d) “information” means any data, whether or not processed or analyzed, and any documents, reports or records, as well as certified or authenticated copies thereof, or other communications in any format, including electronic format;
- (e) “international trade supply chain” means all processes involved in the cross-border movement of goods from the place of origin to the place of final destination;
- (f) “official” means any customs officer or other government agent designated by the Parties to administer customs laws;
- (g) “person” means a natural person or a legal entity;
- (h) “personal information” means any data concerning an identified or identifiable natural person, within the scope of the laws and regulations of the Parties;
- (i) “requested Party” means the Party that receives a request for assistance under this Agreement;
- (j) “requesting Party” means the Party that makes a request for assistance under this Agreement.

ARTICLE PREMIER

Définitions

Pour l'application du présent accord :

- a) « administration des douanes » : désigne pour le gouvernement du Canada, l'Agence des services frontaliers du Canada; pour le gouvernement de la République du Chili, le Service national des douanes; ou toute administration gouvernementale désignée par une des Parties à titre d'administration chargée de l'application de la législation douanière;
- b) « législation douanière » : désigne toutes les lois et tous les règlements en vigueur sur les territoires respectifs des Parties et applicables par les administrations des douanes des Parties en matière d'importation, d'exportation, et de transit des marchandises tels qu'ils se rapportent, entre autres, aux droits de douane, taxes et autres frais ou aux interdictions, restrictions et autres mesures de contrôle ayant trait au mouvement des marchandises qui traversent les frontières nationales;
- c) « infraction douanière » : désigne toute violation ou tentative de violation de la législation douanière;
- d) « renseignement » : désigne toute donnée, qu'elle ait été traitée ou analysée et tout document, rapport ou registre, ainsi que toute copie authentifiée ou certifiée conforme de celui-ci, ou d'autres communications sous toute autre forme, y compris électronique;
- e) « chaîne logistique internationale » : désigne les processus concernant les mouvements transfrontaliers des marchandises, du lieu d'origine à celui de destination finale;
- f) « fonctionnaire » : désigne un agent des douanes ou un représentant du gouvernement désigné par les Parties pour appliquer la législation douanière;
- g) « personne » : désigne une personne physique ou morale;
- h) « renseignement personnel » : désigne toute donnée concernant une personne physique identifiée ou identifiable, en respectant le champ d'application des lois et règlements des Parties;
- i) « Partie sollicitée » : désigne la Partie qui reçoit une demande d'assistance en application du présent accord;
- j) « Partie requérante » : désigne la Partie qui fait une demande d'assistance en application du présent accord.

ARTICLE 2

Scope of the Agreement

1. The Parties shall, through their customs administrations, provide mutual administrative assistance, under the terms set out in this Agreement, to ensure the proper application of customs laws, and to prevent, investigate and combat customs offences, and to ensure the security of the international trade supply chain.
2. The Parties shall provide assistance under this Agreement to the extent appropriate and consistent with their domestic law and administrative policies and procedures, and within the limits of their customs administrations' competence and available resources.
3. This Agreement is intended solely for mutual administrative assistance in customs matters between the Parties and does not affect any mutual legal assistance agreements between them. It does not confer any right to any person to obtain, suppress or exclude evidence, or to impede the execution of a request.

ARTICLE 3

Scope of Assistance

The Parties shall, through their customs administrations, on request or on their own initiative, provide each other with information intended to ensure that customs laws are properly applied, and to prevent, investigate and combat customs offences and to secure the international trade supply chain. This may include information relating to:

- (a) law enforcement techniques that have proven effective;
- (b) new trends, means or methods of committing customs offences;
- (c) any other data that may assist the customs administrations with risk assessment;
and
- (d) other matters of mutual interest.

ARTICLE 2

Champ d'application de l'accord

1. Les Parties, par l'intermédiaire de leurs administrations des douanes, se prêtent une assistance administrative mutuelle, conformément aux dispositions du présent accord, afin d'assurer une application convenable de la législation douanière, de prévenir les infractions douanières, de mener des enquêtes à leur égard et de les combattre, et d'assurer la sécurité de la chaîne logistique internationale.
2. Les Parties fournissent une assistance en application du présent accord dans une mesure adaptée et conforme à leur droit interne et à leurs politiques et procédures administratives, et dans les limites de la compétence et des ressources dont disposent leurs administrations des douanes.
3. Le présent accord ne vise que l'assistance administrative mutuelle en matière douanière entre les Parties et n'a pas d'effet sur les accords d'entraide juridique mutuelle qui les lient. Il ne donne à aucune personne le droit d'obtenir, de supprimer ou d'exclure quelque élément de preuve ou de faire obstacle à la réponse à une demande.

ARTICLE 3

Portée de l'assistance

Les Parties, par l'intermédiaire de leurs administrations des douanes, se fournissent, sur demande ou de leur propre initiative, les renseignements visant à assurer une application convenable de la législation douanière, à prévenir les infractions douanières, à mener des enquêtes à leur égard et à les combattre, et à assurer la sécurité de la chaîne logistique internationale. Ces renseignements peuvent porter sur :

- a) des techniques éprouvées d'application de la loi;
- b) des nouvelles tendances ou méthodes et les nouveaux moyens utilisés pour commettre des infractions douanières;
- c) toute autre donnée susceptible d'aider les administrations des douanes à évaluer les risques;
- d) d'autres questions d'intérêt commun.

ARTICLE 4

Special Types of Assistance

1. On request, the requested Party shall, through its customs administration, and to the extent consistent with the domestic law and administrative procedures of the requested Party, provide the requesting Party with the following information:
 - (a) whether goods which are imported into the territory of the requesting Party were lawfully exported from the territory of the requested Party;
 - (b) whether goods which are exported from the territory of the requesting Party were lawfully imported into the territory of the requested Party and the customs procedure, if any, under which the goods have been placed.
2. The Parties may, through their customs administrations, cooperate to:
 - (a) initiate, develop or improve specific training programs for their personnel;
 - (b) establish and maintain channels of communication between their customs administrations to facilitate a secure and expeditious exchange of information;
 - (c) facilitate effective coordination between their customs administrations, including the exchange of personnel, experts and the posting of liaison officers;
 - (d) consider and test new equipment or procedures; and
 - (e) carry out any other general administrative matters that may require their joint action.
3. On request, the requested Party shall, through its customs administration, and to the extent consistent with the domestic law of the requested Party, maintain surveillance of, and provide the requesting Party with information on the following:
 - (a) persons known to have committed or suspected of being about to commit a customs offence in the territory of the requesting Party, particularly those entering and exiting the territory of the requested Party;
 - (b) goods in transport known to have been used or suspected of being used to commit a customs offence in the territory of the requesting Party; and
 - (c) means of transport known to have been used or suspected of being used to commit a customs offence in the territory of the requesting Party.

ARTICLE 4

Cas particuliers d'assistance

1. Sur demande, la Partie sollicitée, par l'intermédiaire de son administration des douanes et dans une mesure conforme à son droit interne et à ses procédures administratives, fournit à la Partie requérante les renseignements concernant la question de savoir :

- a) si les marchandises importées sur le territoire de la Partie requérante ont été exportées légalement du territoire de la Partie sollicitée;
- b) si les marchandises exportées du territoire de la Partie requérante ont été importées légalement sur le territoire de la Partie sollicitée et, le cas échéant, le régime douanier sous lequel les marchandises ont été placées.

2. Les Parties peuvent, par l'intermédiaire de leurs administrations des douanes, coopérer pour :

- a) lancer, élaborer ou améliorer des programmes de formation spéciaux pour leur personnel;
- b) établir et maintenir des moyens de communication entre leurs administrations des douanes pour que l'échange de renseignements soit sécurisé et rapide;
- c) faciliter une coordination efficace entre leurs administrations des douanes, y compris l'échange de personnel et d'experts ainsi que l'affectation d'agents de liaison;
- d) envisager l'adoption de nouveaux équipements et de nouvelles procédures et les mettre à l'essai;
- e) exécuter des mesures administratives d'ordre général pouvant nécessiter leur action conjointe.

3. Sur demande, la Partie sollicitée, par l'intermédiaire de son administration des douanes et dans une mesure conforme à son droit interne, exerce une surveillance à l'égard de ce qui suit et fournit à la Partie requérante des renseignements sur :

- a) les personnes dont on sait qu'elles ont commis, ou qu'on soupçonne d'être sur le point de commettre, une infraction douanière sur le territoire de la Partie requérante, notamment celles qui pénètrent sur le territoire de la Partie sollicitée ou qui en sortent;
- b) les marchandises transportées dont on sait qu'elles ont été utilisées, ou qu'on soupçonne d'être utilisées, pour commettre une infraction douanière sur le territoire de la Partie requérante;
- c) les moyens de transport dont on sait qu'ils ont été utilisés, ou qu'on soupçonne d'être utilisés, pour commettre une infraction douanière sur le territoire de la Partie requérante.

4. A Party shall endeavour, through its customs administration, on request or on its own initiative, to provide the other Party with information on planned, on-going or completed activities, if those activities constitute or appear to constitute a customs offence in the territory of the other Party.

5. In cases that could involve substantial damage to the economy, public health, public security, including the security of the international trade supply chain or any other vital interest of either Party, a Party shall, through its customs administration, promptly supply information on its own initiative to the extent possible.

6. The Parties may, by mutual consent in accordance with Article 14(b), transmit to one another information covered by this Agreement on an automatic basis.

7. The Parties may, by mutual consent in accordance with Article 14(b), transmit specific information to each other in advance of the arrival of consignments in their respective territories.

8. The customs administrations may permit, to the extent consistent with their domestic law and administrative policies and procedures, by mutual arrangement, the importation into, exportation from, or transit via the respective national territories, under their control, of goods involved in illicit traffic in order to suppress such illicit traffic. If granting such permission is not within the competence of the customs administration, that customs administration shall transfer the case to those national authorities that have such competence for their consideration.

ARTICLE 5

Authorized Economic Operator Programs

The customs administrations may mutually agree to provide assistance in the development, implementation, and enhancement of their Authorized Economic Operator programs so that they have an optimum degree of compatibility with each other for the benefit of facilitating mutual recognition arrangements.

ARTICLE 6

Experts and Witnesses

1. On request, the requested Party may, through its customs administration, authorize its officials to appear before a court or tribunal in the territory of the requesting Party as a witness or expert, in a matter involving a customs offence and to produce related files, documents or materials that are considered essential for the proceedings.

2. A Party shall ensure that the testimony of an official of the other Party who appears before a court or tribunal as an expert or witness is subject to domestic evidentiary laws, including laws on privilege and confidentiality.

4. Une Partie, par l'intermédiaire de son administration des douanes, sur demande ou de sa propre initiative, s'efforce de fournir à l'autre Partie des renseignements sur des activités prévues, en cours ou terminées, si ces activités constituent ou semblent constituer une infraction douanière dans le territoire de l'autre Partie.

5. Dans des situations susceptibles de causer des préjudices importants à l'économie, à la santé publique, à la sécurité publique, y compris à la sécurité de la chaîne logistique internationale, ou à tout autre intérêt vital de l'une des Parties, une Partie fournit rapidement, par l'intermédiaire de son administration des douanes, des renseignements de son propre chef dans la mesure possible.

6. Les Parties peuvent, par consentement mutuel conformément à l'article 14b), se transmettre de manière automatique des renseignements visés par le présent accord.

7. Les Parties peuvent, par consentement mutuel conformément à l'article 14b), se transmettre des renseignements particuliers de l'une à l'autre avant l'arrivée d'envois sur leur territoire respectif.

8. Les administrations des douanes peuvent permettre, dans une mesure conforme à leur droit interne et à leurs politiques et procédures administratives, au moyen d'un arrangement mutuel, l'importation, l'exportation ou le transit, par les territoires nationaux respectifs sous leur contrôle, de marchandises faisant l'objet d'un commerce illicite de façon à supprimer un tel commerce illicite. L'administration des douanes qui n'est pas compétente pour le permettre transmet le cas pour examen aux autorités nationales qui sont compétentes à cet égard.

ARTICLE 5

Programmes d'opérateurs économiques agréés

Les administrations des douanes peuvent consentir mutuellement à s'entraider pour l'élaboration, la mise en œuvre et l'amélioration des programmes d'opérateurs économiques agréés afin qu'ils soient compatibles les uns avec les autres au plus haut degré dans le but de faciliter les arrangements de reconnaissance mutuelle.

ARTICLE 6

Experts et témoins

1. Sur demande, la Partie sollicitée peut, par l'intermédiaire de son administration des douanes, autoriser ses fonctionnaires à comparaître devant une cour ou un tribunal du territoire de la Partie requérante en qualité de témoin ou d'expert dans une affaire d'infraction douanière, et produire des dossiers, documents ou autres éléments d'information considérés essentiels pour l'instance.

2. Une Partie veille à ce que le témoignage d'un fonctionnaire de l'autre Partie qui comparaît devant une cour ou un tribunal en tant que témoin ou expert soit assujéti aux lois internes en matière de preuve, y compris les lois sur le privilège et la confidentialité.

ARTICLE 7

Communication of Requests

1. The Parties shall make requests for assistance under this Agreement directly through their respective customs administrations, in writing, including through electronic means, and shall include any information deemed useful to comply with the request. A Party may also make requests verbally, if the circumstances so require. The requesting Party shall confirm this request promptly in writing or, if acceptable to both Parties, by electronic means.
2. If a Party requests assistance under this Agreement, it shall provide the following details:
 - (a) the name of the requesting customs administration;
 - (b) the matter at issue, the type of assistance requested, and reasons for the request;
 - (c) the names and addresses of the persons to whom the request relates, if known; and
 - (d) a brief description of the case under review and the applicable legal provisions.
3. If the requesting Party requests that the other Party follow a specific procedure or methodology, the other Party shall comply with this request to the extent permitted by its own domestic law and administrative policies and procedures.
4. Each Party shall communicate to the other Party the information referred to in this Agreement through the officials of their respective customs administrations who are specially designated for this purpose. Each Party shall provide the other Party with a list of the officials who are designated to communicate and receive this information.
5. A Party shall only request original material if a copy is insufficient and shall return original material at the earliest opportunity. The rights of the requested Party, or of third parties, relating to the original material are not waived.

ARTICLE 8

Execution of Requests

1. If the requested customs administration is the appropriate authority and does not have the information requested by a Party, it shall, to the extent consistent with its domestic law and administrative provisions, initiate inquiries to obtain that information.
2. The Parties shall ensure that if the requested customs administration is not the appropriate authority to respond to a request, it shall endeavour to:
 - (a) promptly transmit the request to the appropriate authority; or

ARTICLE 7

Communication des demandes

1. Les Parties présentent des demandes d'assistance en application du présent accord directement par l'intermédiaire de leur administration des douanes respective, par écrit, y compris à l'aide de moyens électroniques, et elles joignent tous les renseignements jugés utiles pour donner suite à la demande. En outre, une Partie peut présenter une demande verbalement si les circonstances le justifient. La Partie requérante confirme la demande en question rapidement par écrit ou, si les deux Parties estiment que c'est acceptable, par voie électronique.

2. La Partie qui fait une demande d'assistance dans le cadre du présent accord fournit les détails suivants :

- a) le nom de l'administration des douanes requérante;
- b) le sujet en question, le type d'assistance demandée et les motifs de la demande;
- c) le nom et l'adresse des personnes visées par la demande, s'ils sont connus;
- d) une brève description du dossier examiné et des dispositions juridiques applicables.

3. Si la Partie requérante demande que l'autre Partie suive une procédure ou méthode particulière, l'autre Partie se conforme à la demande à cet égard dans la mesure permise par son droit interne et ses politiques et procédures administratives.

4. Chaque Partie, par l'intermédiaire des fonctionnaires de son administration des douanes qui ont été spécialement désignés dans ce but, communique à l'autre Partie les renseignements mentionnés dans le présent accord. Chaque Partie fournit à l'autre Partie une liste des fonctionnaires qui ont été désignés pour communiquer ces renseignements et les recevoir.

5. Une Partie ne demande des éléments d'information originaux que si une copie de ces éléments ne suffit pas, et elle remet les éléments d'information originaux le plus tôt possible. Les droits de la Partie sollicitée, ou des tierces parties, à l'égard des éléments d'information originaux sont maintenus.

ARTICLE 8

Réponses aux demandes

1. Si l'administration des douanes sollicitée est l'autorité compétente et qu'elle n'a pas les renseignements demandés par une Partie, elle entreprend, conformément à son droit interne et à ses politiques et procédures administratives, des enquêtes pour obtenir ces renseignements.

2. Les Parties veillent à ce que l'administration des douanes sollicitée qui n'est pas l'autorité compétente pour répondre à une demande s'efforce, selon le cas :

- a) de transmettre le plus rapidement possible la demande à l'autorité compétente;

- (b) identify the appropriate authority and indicate the name of the appropriate authority to the requesting Party.
- 3. The requested Party shall take all reasonable measures to execute a request within a reasonable amount of time.

ARTICLE 9

Presence of Officials

1. On request, the requested Party may, in writing, and subject to any condition imposed by the requesting Party, authorize the officials of the requesting Party to:
 - (a) attend an inquiry conducted by the requested Party in its territory that is relevant to the requesting Party;
 - (b) examine, in the offices of the requested Party, documents and any other information related to that customs offence, and receive copies of those documents and information.
2. If the requested Party considers it appropriate for officials of the requesting Party to be present when measures of assistance are carried out pursuant to a request, the requested Party may invite officials of the requesting Party to participate, subject to any terms and conditions specified by the requesting Party.
3. If officials designated by a Party are present in the territory of the other Party under the terms of this Agreement, they are required at all times to have documents establishing their identity and their official capacity.

ARTICLE 10

Use and Confidentiality of Information

1. The Parties shall ensure that any information received under this Agreement is used only by their respective customs administrations and only for the purposes of this Agreement, unless the customs administration providing this information has expressly authorized, in writing, its use by other authorities or for other purposes. Such use is subject to any terms and conditions imposed by the customs administration providing the information.
2. The Parties shall ensure that any information communicated under this Agreement is treated as strictly confidential and is subject to the same level of protection and confidentiality afforded to equivalent information under the domestic law of the requested Party.

- b) de déterminer qui est l'autorité compétente et d'indiquer son nom à la Partie requérante.
3. La Partie sollicitée prend toutes les mesures raisonnables pour répondre à une demande dans un délai raisonnable.

ARTICLE 9

Présence de fonctionnaires

1. Sur demande, la Partie sollicitée peut, par écrit, et sous réserve des conditions imposées par la Partie requérante, autoriser les fonctionnaires de la Partie requérante à :
- a) assister à une enquête effectuée par la Partie sollicitée sur son territoire qui s'avère pertinente pour la Partie requérante;
 - b) examiner, dans les bureaux de la Partie sollicitée, les documents et tous les autres renseignements pertinents concernant cette infraction douanière, et à recevoir des copies de ces documents et renseignements.
2. La Partie sollicitée qui considère approprié que des fonctionnaires de la Partie requérante soient présents quand des mesures d'assistance sont prises relativement à une demande peut inviter des fonctionnaires de la Partie requérante à participer, sous réserve des modalités fixées par la Partie requérante.
3. Les fonctionnaires d'une Partie qui se trouvent sur le territoire de l'autre Partie en application du présent accord sont tenus en tout temps d'avoir en leur possession des documents établissant leur identité et de leur qualité officielle.

ARTICLE 10

Utilisation et confidentialité des renseignements

1. Les Parties veillent à ce que les renseignements obtenus en application du présent accord ne soient utilisés que par leur administration des douanes respective et uniquement aux fins du présent accord, sauf si l'administration des douanes qui fournit les renseignements a expressément autorisé, par écrit, leur utilisation par d'autres autorités ou à d'autres fins. Cette utilisation est assujettie aux modalités imposées par l'administration des douanes qui fournit les renseignements.
2. Les Parties veillent à ce que les renseignements communiqués en application du présent accord soient traités de manière strictement confidentielle et soient assujettis au même niveau de protection et de confidentialité accordé aux renseignements équivalents suivant le droit interne de la Partie sollicitée.

ARTICLE 11

Protection of Personal Information

1. The requesting Party shall apply to personal information received under this Agreement a level of protection that is equivalent to the level of protection applied by the requested Party.
2. On request, a Party shall provide the other Party with a copy of their respective domestic law, administrative policies and procedures that are relevant to the protection of personal information.
3. The Parties shall not exchange personal information until they decide, by mutual arrangement in accordance with Article 14(b), that the level of protection satisfies the requirements of their domestic law.

ARTICLE 12

Exemptions

1. If the requested Party is of the opinion that providing assistance to the requesting Party under this Agreement would infringe on the sovereignty, security, public policy or other substantive national interest of the requested Party, or involve a violation of industrial, commercial or professional secrecy, or would be inconsistent with its national legislation, it may refuse assistance or it may provide assistance subject to any terms or conditions it may establish.
2. If the customs administration of the requesting Party would not be able to comply with a similar request by the requested Party, it shall clearly state that fact in the request. The requested Party, through its customs administration, shall have the discretion to determine whether to comply with that request.
3. The requested Party may postpone assistance if providing the assistance would interfere with an ongoing investigation, prosecution or administrative proceeding. In that case, the requested Party shall consult with the requesting Party, through their respective customs administrations, to determine whether the requesting Party can meet the terms and conditions as may be established by the requested Party for the provision of assistance.
4. If the requested Party refuses or postpones assistance, it shall promptly notify the requesting Party in writing of reasons for the refusal or postponement.

ARTICLE 13

Costs

1. The Parties shall waive all claims for the reimbursement of costs incurred in the execution of this Agreement, with the exception of expenses and allowances paid to experts and to witnesses, as well as costs of non-government employee interpreters, which shall be borne by the requesting Party.

ARTICLE 11

Protection des renseignements personnels

1. La Partie requérante accorde aux renseignements personnels obtenus en application du présent accord un niveau de protection équivalent au niveau de protection accordé par la Partie sollicitée.
2. Sur demande, une Partie fournit à l'autre Partie une copie de sa législation interne et des politiques et procédures administratives applicables à la protection des renseignements personnels.
3. Les Parties n'échangent pas de renseignements personnels tant qu'elles n'ont pas décidé, au moyen d'un arrangement mutuel conformément à l'article 14b), que le niveau de protection satisfait aux exigences de leurs législations internes.

ARTICLE 12

Exceptions

1. La Partie sollicitée qui estime que le fait de fournir l'assistance demandée par la Partie requérante en application du présent accord serait susceptible de porter atteinte à sa souveraineté, à sa sécurité, à ses politiques publiques ou à d'autres de ses intérêts nationaux essentiels, comporterait une violation de secrets industriels, commerciaux ou professionnels, ou ne serait pas conforme à ses lois internes, peut refuser l'assistance demandée ou la fournir sous réserve de modalités qu'elle peut fixer.
2. L'administration des douanes de la Partie requérante qui ne pourrait elle-même donner suite à une demande d'assistance similaire que présenterait la Partie sollicitée l'indique clairement dans sa demande. La Partie sollicitée, par l'intermédiaire de son administration des douanes, a le pouvoir discrétionnaire de déterminer si elle donne ou non suite à la demande.
3. La Partie sollicitée peut différer l'assistance si le fait de fournir l'assistance perturberait une enquête, des poursuites ou une procédure administrative en cours. Dans ce cas, la Partie sollicitée consulte la Partie requérante, par l'intermédiaire de leur administration des douanes respective, pour déterminer si la Partie requérante peut remplir les modalités qui ont pu être fixées par la Partie sollicitée pour fournir l'assistance.
4. La Partie sollicitée qui refuse ou diffère l'assistance notifie, par écrit et sans retard, à la Partie requérante les motifs du refus ou du report.

ARTICLE 13

Frais

1. Les Parties renoncent au remboursement des frais engagés pour l'application du présent accord, sauf les dépenses et les indemnités pour experts et témoins, et les frais d'interprètes qui ne sont pas fonctionnaires, qui sont à la charge de la Partie requérante.

2. If expenses of a substantial or extraordinary nature are necessary to execute a request, the Parties shall, through their customs administrations, consult to determine the terms and conditions under which the request may be carried out, as well as the manner in which the costs shall be borne.

ARTICLE 14

Implementation of the Agreement

The Parties shall, through their customs administrations, be responsible for the implementation of this Agreement. They shall, *inter alia*:

- (a) enable the officials responsible for investigating or combating customs offences to maintain direct communications with one another;
- (b) decide on detailed arrangements to facilitate the implementation of this Agreement;
- (c) endeavour by mutual accord to resolve any problems or questions arising from the interpretation or application of this Agreement.

ARTICLE 15

Territorial Application

This Agreement applies to the territories in which the customs laws of the Parties apply.

ARTICLE 16

Final Provisions

1. The Parties shall notify each other in writing through diplomatic channels of the completion of the constitutional or internal requirements for the entry into force of this Agreement. This Agreement shall enter into force on the date of the latter notification.
2. The Parties agree to meet in order to consider the necessity of a review of this Agreement at the request of one of the Parties.
3. The Parties may amend this Agreement by mutual consent in writing. Any amendment of this Agreement is subject to the same procedure as the procedure used for entry into force.

2. Si la réponse à une demande entraîne des frais élevés ou inhabituels, les Parties se consultent, par l'intermédiaire de leurs administrations des douanes, pour déterminer les modalités de réponse à la demande, ainsi que la manière selon laquelle les frais sont pris en charge.

ARTICLE 14

Mise en œuvre de l'accord

Les Parties, par l'intermédiaire de leurs administrations des douanes, sont chargées de la mise en œuvre du présent accord. Notamment, elles :

- a) permettent aux fonctionnaires chargés de mener des enquêtes à l'égard des infractions douanières, ou de les combattre, d'entretenir entre eux des relations directes;
- b) décident des dispositions détaillées visant à faciliter la mise en œuvre du présent accord;
- c) s'efforcent de résoudre, par entente mutuelle, les problèmes ou les questions résultant de l'interprétation ou de l'application du présent accord.

ARTICLE 15

Application territoriale

Le présent accord s'applique aux territoires où la législation douanière des Parties est applicable.

ARTICLE 16

Dispositions finales

- 1. Chaque Partie notifie par écrit à l'autre Partie, par voie diplomatique, l'achèvement de ses procédures constitutionnelles ou internes nécessaires pour l'entrée en vigueur du présent accord. Le présent accord entre en vigueur à la date de la dernière notification à cet égard.
- 2. Les Parties conviennent de se rencontrer en vue de se pencher sur la question de savoir s'il est nécessaire de réexaminer le présent accord, à la demande de l'une d'elles.
- 3. Les Parties peuvent amender le présent accord par consentement mutuel écrit. Les amendements au présent accord sont assujettis à la même procédure que celle utilisée pour l'entrée en vigueur.

4. This Agreement remains in force for an indeterminate time, but a Party may terminate this Agreement at any time by written notification through diplomatic channels to the other Party. The termination takes effect three (3) months after the date that the other Party receives the notification. After termination, the Parties may nevertheless complete ongoing proceedings and requests made under this Agreement, in accordance with the terms of this Agreement.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective governments, have signed this Agreement.

DONE at Puerto Natales, on the 13th day of April 2015, in duplicate, in the English, French and Spanish languages, each version being equally authentic.

Luc Portelance

Gonzalo Pereira Puchy

**FOR THE GOVERNMENT
OF CANADA**

**FOR THE GOVERNMENT
OF THE REPUBLIC OF CHILE**

4. Le présent accord est conclu pour une durée illimitée, mais une Partie peut le dénoncer à tout moment par notification écrite transmise à l'autre Partie par la voie diplomatique. La dénonciation prend effet trois (3) mois après la date à laquelle l'autre Partie a reçu la notification. Après la dénonciation, les Parties peuvent néanmoins terminer les activités et les demandes en cours faites en application du présent accord, conformément aux dispositions du présent accord.

EN FOI DE QUOI les soussignés, dûment autorisés par leur gouvernement respectif, ont signé le présent accord.

FAIT en double exemplaire, à Puerto Natales le 13^e jour d'avril 2015, en langues française, anglaise et espagnole, chaque version faisant également foi.

**POUR LE GOUVERNEMENT
DU CANADA**

Luc Portelance

**POUR LE GOUVERNEMENT
DE LA RÉPUBLIQUE DU CHILI**

Gonzalo Pereira Puchy

Exchange of Notes Between Canada and the United States of America Respecting Customs Privileges for Government Employees

E100711 - CTS 1942 No. 20

I

The Secretary of State for External Affairs of Canada to the United States Minister to Canada

DEPARTMENT OF EXTERNAL AFFAIRS

OTTAWA, July 21, 1942

No. 113

Sir,

I have the honour to refer to the suggestions made by the Legation some years ago, and renewed in the Legation's Memorandum of December 4, 1941, regarding the granting of the privilege of free import after first arrival to several categories of United States officials in Canada who do not at present receive it.

After careful consideration, the Canadian Government has decided that it would be willing to grant this privilege to Consuls and Vice Consuls of career but not to any other United States officials in Canada who do not at present receive it. The Canadian Government's proposal is, of course, conditional on reciprocity. In view of the fact that Canada does not have any Consuls or Vice Consuls in the United States, and is not likely to have a large number of them for many years, it is desired that the privilege of free import after first arrival be given to Canadian Trade Commissioners and Assistant Trade Commissioners in the United States, as well as to Canadian Consuls and Vice Consuls of career, if and when any should be appointed.

The Canadian Government has also had under consideration another aspect of the Customs Regulations, namely, the right of free entry on first arrival for United States Government employees who are not expressly given that privilege by the Regulations under Tariff Item 706 e.g. clerks of the United States Legation and of Consulates, officers, and employees of the United States Customs offices, etc. In practice such persons are given free entry on first arrival by entering them as "Settlers". I

understand that in the United States a similar procedure is used to grant free entry on first arrival to non-diplomatic employees of the Canadian Government.

We propose that the privilege of free entry on first arrival should be expressly extended to all employees (of United States nationality) of the United States Government sent to posts in Canada and to all employees (of Canadian nationality) of the Canadian Government sent to posts in the United States. This free entry on first arrival should cover private automobiles, but not spirituous liquors.

I should be glad to learn whether the proposals set forth above are acceptable to the United States Government. If they are, I should like to know whether your Government desires to have a formal exchange of notes suitable for publication, or whether this Note and your reply will be sufficient.

Accept, Sir, the renewed assurances of my highest consideration.

N. A. Robertson
For the Secretary of State for External Affairs

II

The United States Minister to Canada to the Secretary of State for External Affairs of Canada

LEGATION OF THE UNITED STATES OF AMERICA

OTTAWA, October 29, 1942

No. 783

Sir,

I have the honour to refer to your note No. 113 of July 21, 1942, regarding the extension of the free importation privilege to American consuls and vice consuls of career on a basis of reciprocity, which would include on the part of Canadians in the United States, trade commissioners and assistant trade commissioners, since the Canadian Government does not now have consuls or vice consuls in the United States.

It has been noted that the Canadian Government is also willing, on a basis of reciprocity, to affirm its previous practice of granting free entry on first arrival to the United States Government employees, other than diplomatic and consular officers, which would include clerks of the United States Legation and Consulates and officers and employees of the United States Customs offices. It has also been noted that the Canadian Government is unwilling to have free entry on first arrival for these employees include spirituous liquors.

I have now been instructed to inform you that my Government is prepared to accord, reciprocally, to Canadian consuls and vice consuls, should such officers be assigned to the United States, and to Canadian trade commissioners and assistant trade commissioners who are Canadian nationals and not engaged in any private occupation for gain, the privilege of importing articles, the importation of which is not prohibited, for their personal use free of duty upon their first arrival, upon their return from leave of absence spent abroad and during the time they are stationed in the United States. Furthermore, my Government is prepared to admit free of duty, on a reciprocal basis, all articles, except spirituous liquors and articles the importation of which is prohibited, imported on first arrival for their personal use by Government employees of Canada other than diplomatic and consular offices, trade commissioners and assistant trade commissioners who are Canadian nationals and not engaged in any private occupation for gain.

I shall appreciate receiving confirmation that the Canadian Government is prepared, reciprocally, to grant the same privileges to like American officers and employees, and, if this be the case, I suggest that this note and your reply thereto be considered as concluding the agreement on this subject between our two Governments, which shall remain in effect until terminated by either Government.

Accept, Sir, the renewed assurances of my highest consideration.

Pierrepont Moffat

III

The Secretary of State for External Affairs of Canada to the United States Minister to Canada

DEPARTMENT OF EXTERNAL AFFAIRS

OTTAWA, November 9, 1942

No. 155

Sir,

I have the honour to refer to your Note No. 783 of October 29, 1942, regarding importation privileges for government officials and employees.

The Canadian Government agrees with the understandings set forth in your note which, with this note, shall be considered as concluding an agreement between our two Governments, which shall remain in effect until terminated by either Government.

Accept, Sir, the renewed assurances of my highest consideration.

Laurent Beaudry
For the Secretary of State for External Affairs

Agreement Between Canada and the United States of America Regarding Mutual Assistance and Co-operation Between Their Customs Administrations

E100821 - CTS 1985 No. 23

The Government of Canada and the Government of the United States of America,

Considering that offences against customs laws are prejudicial to the economic, fiscal, social and cultural interests of, as well as detrimental to the legitimate interests of trade, industry and commerce within, their respective countries,

Considering the importance of the accurate assessment of duties and taxes imposed on imported or exported goods,

Convinced that greater co-operation between their Customs Administrations can make their actions more effective,

Having regard to the Recommendation of the Customs Co-operation Council on Mutual Administrative Assistance of December 5, 1953,

HAVE AGREED AS FOLLOWS:

Article 1

Definitions

For the purpose of this Agreement,

1. “Customs Administration” means, in Canada, the Department of National Revenue, Customs and Excise and, in the United States of America, the United States Customs Service, Department of the Treasury;
2. “customs laws” means the laws and regulations relating to the importation, exportation and transportation of goods across national boundaries, and all other laws and regulations enforced or administered by the respective Customs Administrations;
3. “offence” means any violation or attempted violation of customs laws.

Article 2

Scope of Agreement

1. Subject to the laws of the respective Parties, the Parties through their Customs Administrations shall, in accordance with the provisions of this Agreement,
 1. assist each other in the prevention, investigation and repression of offences;
 2. upon request, assist each other by providing information to be used in administering and enforcing the customs laws; and
 3. endeavour to co-operate in the research, development and testing of new systems and procedures, in exchanging personnel, in harmonizing documentation, in coordinating border facilities, and in other matters that may from time to time require their joint efforts.
2. The assistance mentioned in paragraphs 1(a) and (b) shall be provided for use in all proceedings, whether judicial, administrative or investigative, including, in the United States of America, proceedings relating to “liquidated damages”, which are specific sums of money stipulated as the amount to be recovered by its Customs Administration in the event of the breach of performance of an obligation insured by a bond given pursuant to its Customs laws.
3. No provision in this Agreement shall be interpreted in a manner that would restrict practices relating to mutual assistance and co-operation that are already in effect between the two Parties.

Article 3

Obligation to Observe Confidentiality

1. Inquiries, information, documents and other communications received by the Customs Administration of either party under this Agreement shall be treated as confidential and shall be granted the protection from disclosure provided under the law of the receiving Party with regard to such information.
2. Information, documents and other communications made available under this Agreement shall not be used for purposes other than those specified in this Agreement, except with the written consent of the Customs Administration providing the information, documents and other communications.

Article 4

Exemption from the Obligation to Provide Assistance

1. Where the Customs Administration whose assistance is requested is of the opinion that compliance with a request is likely to be detrimental to its national sovereignty or security, public policy or other important interests of its country, it may decline to provide its assistance in whole or in part, or may stipulate that

its provision of assistance shall be dependent upon the fulfillment of certain conditions or requirements.

2. Where a request is made for assistance that the requesting Customs Administration itself would be unable to provide, the requesting Customs Administration shall draw attention to this fact in its request. Compliance with such a request shall be within the discretion of the Customs Administration whose assistance is requested.

Article 5

Form and Substance of a Request for Assistance

1. Subject to paragraph 3 of this Article, a request shall be made in writing and shall be accompanied by all documents necessary for responding to the request.
2. A request shall include the following information:
 1. the identity of the authority making the request;
 2. the nature of the proceedings in respect of which the request is made;
 3. the object of and the reason for the request;
 4. the names and addresses of the parties to whom the request relates, if known;
 5. a brief description of the subject of the request and the legal issues involved.
3. Urgent requests may be made by telecommunication, but oral requests shall, upon request, be confirmed in writing without delay.

Article 6

Channel of Communication

Information relating to all matters under this Agreement shall be communicated between officials designated by the Deputy Minister of National Revenue for Customs and Excise and by the Commissioner of the United States Customs Service.

Article 7

Response to Requests

1. The Customs Administration of the assisting Party shall carry out all official measures necessary to respond to the request, and shall endeavour to seek any legal action necessary to carry out the request.
2. The Customs Administration of either Party shall, upon the request of the Customs Administration of the other Party, conduct any necessary

investigation, including the interviewing of persons suspected of having committed an offence, as well as of experts and witnesses.

3. The Customs Administration of either Party shall, upon the request of the Customs Administration of the other Party, attempt to gather and verify information and make inspections relating to matters referred to in Article 2 (1)(a) and (b).
4. The Customs Administration of the assisting Party shall comply with a request to follow a certain procedure in responding to a request, unless that procedure would conflict with the policy or normal practice of the assisting Party, in which event, compliance with such a request shall be within the discretion of the assisting Party.
5. The Customs Administration of the assisting Party shall, when possible, comply with a request that a representative of the requesting Party be present when a requested action is carried out.
6. The Customs Administration of the requesting Party shall, if it so requests, be advised of the time and place of the action to be taken in response to its request.
7. Where the Customs Administration of the receiving Party cannot comply with a request, it shall promptly notify the Customs Administration of the requesting Party of that fact and the reasons therefor, and shall inform the Customs Administration of the requesting Party of any information that might be helpful in pursuing the matter further.
8. Where the Customs Administration of the receiving Party is not the appropriate agency to respond to a request, it shall transmit the request to the appropriate agency, and shall notify the Customs Administration of the requesting Party of its action.

Article 8

Documents and other Materials

1. Original documents shall be provided only in cases where copies would be insufficient.
2. Original documents and other materials that have been provided to a Party shall be returned at the earliest opportunity.

Article 9

Witnesses

The Customs Administration of one Party may authorize its employees, upon the request of the Customs Administration of the other Party, to appear as witnesses or experts in judicial or administrative proceedings in the territory of the other Party and

to produce such files, documents or other materials, or authenticated copies thereof, as may be considered essential for the proceedings.

Article 10

Costs

1. Subject to paragraph 2 of this Article, expenses incurred by the assisting Customs Administration in carrying out a request under this Agreement shall be borne by that Customs Administration.
2. Expenses incurred as the result of the appearance of witnesses or experts at the request of a Customs Administration shall be paid by the requesting Customs Administration.

Article 11

Exchange of Information

1. The Customs Administrations of the two Parties shall communicate to each other;
 1. on their own initiative and without delay, any available information relating to:
 1. activities that may result in the commission of an offence that could involve substantial damage to the economy, public health, public security, or any other vital interest of the other Party;
 2. enforcement actions that might be useful to suppress offences and, in particular, special means of combating offences;
 3. new methods used in committing offences;
 4. observations and findings resulting from the successful application of new enforcement aids and techniques; and
 5. techniques and improved methods for processing passengers and cargo.
 2. upon request and without delay, information relating to:
 1. activities that may result in the commission of an offence in the territory of the other Party;
 2. whether goods exported from the territory of one Party have been lawfully imported into the territory of the other Party and the customs procedure used for clearing the goods; and
 3. the movement of goods, vessels, vehicles, and aircraft between the territory of the Parties.

Article 12

Surveillance of Conveyances, Goods and Persons

The Customs Administration of one Party shall, at the request of the Customs Administration of the other Party, to the extent of its ability, exercise special surveillance over:

1. the means of transportation suspected of being used to carry out offences within the territory of the requesting Party;
2. goods designated by the requesting Party as being the object of an extensive clandestine trade of which it is the country of destination;
3. persons known to be, or suspected by the requesting Party of being, engaged in the commission of an offence.

Article 13

The Border

The Customs Administration of each Party shall endeavour to take whatever administrative action is necessary to correlate the operation of their border facilities and shall exchange information relating to the operation of those facilities.

Article 14

Exchange of Personnel

The Customs Administrations of the Parties may exchange personnel, when mutually beneficial, for the purpose of advancing their understanding of each other's procedures and techniques.

Article 15

Harmonization of Documentation

The Customs Administrations of the Parties may, in order to maximize the benefits to be derived from their co-operative efforts, endeavour to harmonize their documents, except in cases where the Parties agree that harmonization would be unduly disruptive.

Article 16

Implementation of the Agreement

1. The Deputy Minister of National Revenue for Customs and Excise and the Commissioner of United States Customs shall issue any administrative directives necessary for implementation of this Agreement.
2. The Parties shall endeavour by mutual accord to resolve any problems or doubts arising from the interpretation or application of this Agreement.

Article 17

Application

This Agreement shall apply, on the one hand, to the territory to which the Canadian customs laws apply and, on the other hand, to the territory to which the customs laws of the United States of America apply. It shall also apply to the Virgin Islands of the United States of America.

Article 18

Entry into Force, Review and Termination

1. This Agreement shall enter into force following an exchange of diplomatic notes in which the Parties notify each other of the completion of any procedures required by their national law for giving effect to this Agreement.
2. The Parties agree to meet in order to review this Agreement at the end of three years from the date of its entry into force, unless they notify one another in writing that no review is necessary.
3. This Agreement may be terminated by either Party on six months' notice in writing to the other Party.

IN WITNESS WHEREOF, the undersigned, duly authorized to that effect, have signed this Agreement.

DONE in duplicate at Quebec, this 20th day of June 1984 in the English and French languages, each version being equally authentic.

Robert Giroux
FOR THE GOVERNMENT OF CANADA

William Von Raab
FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA



CANADA

TREATY SERIES **2019/14** RECUEIL DES TRAITÉS

UNITED STATES OF AMERICA / CUSTOMS

Agreement on Land, Rail, Marine, and Air Transport Preclearance between the
Government of Canada and the Government of the United States of America

Done at Washington on 16 March 2015

In Force: 15 August 2019

ÉTATS-UNIS D'AMÉRIQUE / DOUANES

Accord entre le gouvernement du Canada et le gouvernement des États-Unis d'Amérique
relatif au précontrôle dans les domaines du transport terrestre, ferroviaire, maritime et
aérien

Fait à Washington le 16 mars 2015

En vigueur : le 15 Août 2019

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The Canada Treaty Series is published by
the Treaty Law Division
of the Department of Foreign Affairs,
Trade and Development
www.treaty-accord.gc.ca

Catalogue No: FR4-2019/14-PDF
ISBN: 978-0-660-32520-0

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par le ministre des Affaires étrangères, 2019

Le Recueil des traités du Canada est publié par
la Direction du droit des traités
du ministère des Affaires étrangères,
du Commerce et du Développement
www.treaty-accord.gc.ca

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AGREEMENT
ON LAND, RAIL, MARINE, AND AIR TRANSPORT PRECLEARANCE
BETWEEN
THE GOVERNMENT OF CANADA
AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA

ACCORD
ENTRE
LE GOUVERNEMENT DU CANADA
ET
LE GOUVERNEMENT DES ÉTATS-UNIS D'AMÉRIQUE
RELATIF AU PRÉCONTRÔLE DANS LES DOMAINES DU TRANSPORT
TERRESTRE, FERROVIAIRE, MARITIME ET AÉRIEN

AGREEMENT

ON LAND, RAIL, MARINE, AND AIR TRANSPORT PRECLEARANCE

BETWEEN

THE GOVERNMENT OF CANADA

AND

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA (the “Parties”),

COMMITTED to advancing the shared vision of the United States and Canada, as expressed in the *Beyond the Border: A Shared Vision for Perimeter Security and Economic Competitiveness*, a joint declaration issued by the Prime Minister of Canada and the President of the United States on 4 February 2011, the objective of which is to enhance security and accelerate the legitimate flow of people and goods;

ACKNOWLEDGING that the *Perimeter Security and Economic Competitiveness Action Plan* issued by the Parties on 7 December 2011, calls for a comprehensive approach to preclearance covering all modes of cross-border trade and travel;

ACKNOWLEDGING the *Beyond the Border Action Plan: Statement of Privacy Principles by the United States and Canada* (“Privacy Principles”), issued on 30 May 2012, which is intended to guide the provision, receipt, and use of personal information exchanged for the purposes of *Beyond the Border* information-sharing arrangements and initiatives;

CONSIDERING that preclearance is of mutual benefit to the Parties insofar as it facilitates travel and trade while enhancing the security of both Parties;

COMMITTED to a high standard of service for preclearance in the land, rail, marine, and air environments at jointly determined locations where the facilities and other conditions are adequate to enable the Parties to carry out their missions with respect to the examination and inspection of goods and persons entering Canada and the United States;

DESIRING to build upon the *Agreement on Air Transport Preclearance between the Government of Canada and the Government of the United States of America*, done at Toronto on 18 January 2001;

ACCORD

ENTRE

LE GOUVERNEMENT DU CANADA

ET

LE GOUVERNEMENT DES ÉTATS-UNIS D'AMÉRIQUE

RELATIF AU PRÉCONTRÔLE DANS LES DOMAINES DU TRANSPORT

TERRESTRE, FERROVIAIRE, MARITIME ET AÉRIEN

LE GOUVERNEMENT DU CANADA ET LE GOUVERNEMENT DES ÉTATS-UNIS D'AMÉRIQUE (les « Parties »),

RÉSOLUS à promouvoir la vision commune des États-Unis et du Canada, telle qu'elle a été énoncée dans la déclaration conjointe *Par-delà la frontière une vision commune de la sécurité du périmètre et de la compétitivité économique* qui a été rendue publique le 4 février 2011 par le premier ministre du Canada et le président des États-Unis, et qui a pour objectif de renforcer la sécurité et d'accélérer la circulation légitime des personnes et des marchandises;

RECONNAISSANT que le *Plan d'action sur la sécurité du périmètre et la compétitivité économique* rendu public par les Parties le 7 décembre 2011 appelle à l'adoption d'une approche globale en matière de précontrôle pour l'ensemble des modes de commerce et déplacement transfrontaliers;

PRENANT ACTE du *Plan d'action Par-delà la frontière : Énoncé des principes Canada - États-Unis en matière de protection de la vie privée* (« Principes en matière de protection de la vie privée ») rendu public le 30 mai 2012, qui vise à guider la fourniture, la réception et l'utilisation des renseignements personnels échangés dans le cadre des arrangements et initiatives *Par-delà la frontière* en matière d'échange de renseignements;

CONSIDÉRANT que le précontrôle est mutuellement bénéfique pour les Parties dans la mesure où il facilite les déplacements et le commerce tout en renforçant la sécurité des deux Parties;

RÉSOLUS à offrir un service de précontrôle de haut niveau dans les domaines du transport terrestre, ferroviaire, maritime et aérien à des postes déterminés conjointement disposant d'installations et autres modalités adéquates pour permettre aux Parties de remplir leurs missions en matière d'examen et d'inspection des marchandises et des personnes entrant au Canada et aux États-Unis;

DÉSIREUX de faire fond sur l'*Accord entre le Gouvernement du Canada et le Gouvernement des États-Unis d'Amérique relatif au précontrôle dans le domaine du transport aérien*, fait à Toronto le 18 janvier 2001;

RECOGNIZING the reciprocal nature of this Agreement;

MINDFUL of the need to respect the sovereignty of both Parties;

RECOGNIZING the sovereign right of the Host Party to prescribe criminal and civil law in its territory, to investigate any potential breaches of law, and to require preclearance officers to comply with this law;

RECOGNIZING the desire to extend privileges and immunities to preclearance officers assigned to preclearance duties pursuant to U.S. laws found at 19 U.S.C. § 1629 and 8 U.S.C. § 1103, and pursuant to Canada's *Preclearance Act*, in a manner that ensures protection and accountability;

FURTHER RECOGNIZING the importance of maintaining accountability for preclearance officers who may commit crimes in the territory of the Host Party and appropriately holding accountable those preclearance officers for unlawful acts done or omitted in the performance of official duties;

AGREE as follows:

RECONNAISSANT le caractère réciproque du présent Accord;

CONSCIENTS de la nécessité de respecter la souveraineté des deux Parties;

RECONNAISSANT le droit souverain de la Partie hôte de prescrire les règles de droit criminel et civil sur son territoire, d'enquêter sur toute violation éventuelle du droit et d'exiger des contrôleurs qu'ils se conforment à celui-ci;

RECONNAISSANT leur volonté d'accorder aux contrôleurs affectés au précontrôle les privilèges et immunités prévus dans les dispositions législatives des États-Unis contenues aux articles 19 U.S.C. § 1629 et 8 U.S.C. § 1103, et dans la *Loi sur le précontrôle* du Canada, et ce, d'une manière qui assure la protection et la responsabilisation;

RECONNAISSANT EN OUTRE l'importance de maintenir la responsabilisation des contrôleurs susceptibles de commettre des crimes sur le territoire de la Partie hôte et de faire en sorte qu'ils répondent de manière adéquate des actes ou omissions illégaux commis dans l'exercice de leurs fonctions officielles,

SONT CONVENUS de ce qui suit :

Article I

Definitions

For the purposes of this Agreement:

1. “cargo” means commercial goods, whether transported by a person or a carrier;
2. “carrier” means a commercial operator that provides transportation of persons or goods by any conveyance for remuneration, hire, or other consideration;
3. “conveyance” means a mode of transport including an aircraft; a train; a vessel including every description of water craft or other contrivance used, or capable of being used, as a means of transportation in water; or any vehicular means of transportation. Private aircraft, private water craft, air-taxi-type operations, and state or military aircraft are not included in this definition;
4. “facility operator” means the public or private entity responsible for the management or operation of a facility, including a terminal operator;
5. “goods” includes personal effects, cargo, wares of any description, merchandise, baggage, conveyances and their stores, animals and plants and their products, and documents in any form and currencies and monetary instruments;
6. “Host Party” means the Party of the territory in which preclearance is conducted;
7. “Host Party officer” means a Host Party law enforcement officer or officer of the Host Party Inspection Agency;
8. “immediate pat down search (frisk for health and safety)” means a search where physical contact is made with a person's clothed body to determine if that person is carrying anything that would present a danger to human life, health or safety;
9. “Inspecting Party” means the Party responsible for conducting preclearance;
10. “Inspection Agency” means the entity responsible for carrying out responsibilities related to the entry, admission or exit of persons and goods into or out of its territory;
11. “inspectional aids” means mechanical, technological (such as personal radiation devices, radiation detection portals, and large-scale imaging technology), canine, or other aids used by preclearance officers to assist in the inspection or examination of persons or goods (including conveyances), as authorized under this Agreement;

Article premier

Définitions

Les définitions qui suivent s'appliquent au présent Accord :

1. « fret » désigne les marchandises commerciales, qu'elles soient transportées par une personne ou par un transporteur;
2. « transporteur » désigne un exploitant commercial qui transporte, par n'importe quel moyen de transport, des personnes ou des marchandises contre rémunération ou autre contrepartie, ou en vertu d'un contrat de location;
3. « moyen de transport » désigne un mode de transport incluant un aéronef; un train; un navire incluant tout véhicule marin ou autre appareil de quelque nature que ce soit utilisé, ou pouvant être utilisé, pour le transport par eau; ou tout véhicule servant au transport. Les aéronefs privés, les véhicules marins privés, les avions-taxis et les avions d'État ou militaires ne sont pas visés par la présente définition;
4. « exploitant d'installation » désigne l'entité publique ou privée responsable de la gestion ou de l'exploitation d'une installation, y compris un exploitant de terminal;
5. « marchandises » comprend les effets personnels, le fret, les articles de toute nature, les biens, les produits, les bagages, les moyens de transport et leur provisions, les animaux et les plantes ainsi que leurs produits, les documents de toute forme, les espèces et les instruments monétaires;
6. « Partie hôte » désigne la Partie sur le territoire de laquelle le précontrôle est effectué;
7. « agent de la Partie hôte » désigne un agent d'application de la loi de la Partie hôte, ou un agent de l'organisme d'inspection de la Partie hôte;
8. « fouille immédiate par palpation (fouille par palpation pour des raisons de santé et sécurité) » désigne une fouille comportant un contact physique avec le corps vêtu d'une personne, menée en vue de déterminer si cette personne transporte un objet quelconque présentant un danger pour la vie, la santé ou la sécurité des personnes;
9. « Partie inspectrice » désigne la Partie chargée de procéder au précontrôle;
10. « organisme d'inspection » désigne l'entité chargée des responsabilités liées à l'entrée ou l'admission sur son territoire, ou à la sortie de son territoire, des personnes et marchandises;
11. « aides à l'inspection » désigne les aides mécaniques, technologiques (comme les détecteurs de radiation personnels, les portiques de détection des radiations et la technologie de l'imagerie à grande échelle), canines ou autres qui sont utilisées par les contrôleurs pour les assister lors des inspections ou examens des personnes ou des marchandises (y compris des moyens de transport), de la manière autorisée par le présent Accord;

12. “in transit” means persons who arrive in the territory of the Host Party with the intent to immediately transfer to a conveyance for departure out of the territory of the Host Party and goods that are not formally entered into the territory of the Host Party;
13. “intrusive personal search” means a body cavity search, a monitored bowel movement, or a medical x-ray search to identify or recover material evidence;
14. “law enforcement officer” means, for the Government of Canada, a Canadian police officer; and, for the Government of the United States, a U.S. federal, state, tribal, or local law enforcement officer;
15. “partial body search” means the removal of clothing and a visual inspection of a person's unclothed or partially unclothed body;
16. “pat down search (frisk for evidence/goods)” means a search where physical contact is made with a person's clothed body for material evidence and/or merchandise (including contraband) hidden on a person's body;
17. “post-clearance” means clearance of persons and goods at a port of entry in the territory of the Inspecting Party;
18. “preclearance” means the procedure by which the Inspecting Party conducts in the territory of the Host Party any examination, search and inspection for the purpose of ensuring that the admission of persons and entry of goods into the territory of the Inspecting Party conform to the Inspecting Party's laws concerning customs, immigration, agriculture, public health and safety and other requirements relating to that entry and admission;
19. “preclearance area” means an area designated in accordance with Article III and within which the Inspecting Party may conduct preclearance in the territory of the Host Party;
20. “preclearance perimeter” means a demarcated, reasonable area around the conveyance designated in accordance with Article III within which preclearance officers may exercise authorities to the extent authorized in accordance with Article VI;
21. “preclearance facility” means the physical inspection infrastructure, including offices, administrative areas, and equipment, required for preclearance processing of persons and goods;
22. “preclearance location” means a location established in accordance with Article III;
23. “preclearance officer” means an official designated by the Inspecting Party to carry out preclearance;

12. « en transit » désigne les personnes qui arrivent sur le territoire de la Partie hôte avec l'intention d'effectuer une correspondance immédiate avec un moyen de transport pour quitter le territoire de la Partie hôte, et les marchandises qui n'entrent pas officiellement sur le territoire de la Partie hôte;
13. « fouille corporelle envahissante » désigne un examen des cavités corporelles, un contrôle des selles ou une radiographie médicale menés pour localiser ou récupérer des preuves matérielles;
14. « agent d'application de la loi » désigne, dans le cas du Gouvernement du Canada, un agent de police canadien, et, dans le cas du Gouvernement des États-Unis, un agent d'application de la loi membre de la police fédérale, d'État, tribale ou municipale des États-Unis;
15. « fouille corporelle partielle » désigne le retrait des vêtements et une inspection visuelle du corps nu, ou partiellement nu, d'une personne;
16. « fouille par palpation (fouille par palpation à la recherche de preuves ou de marchandises) » désigne une fouille comportant un contact physique avec le corps vêtu d'une personne, menée en vue de localiser des preuves matérielles et/ou des marchandises (y compris de contrebande) cachées sur le corps de la personne;
17. « postcontrôle » désigne le dédouanement des personnes et des marchandises effectué à un point d'entrée sur le territoire de la Partie inspectrice;
18. « précontrôle » désigne la procédure au moyen de laquelle la Partie inspectrice procède, sur le territoire de la Partie hôte, à tout examen, fouille et inspection destinés à assurer la conformité de l'admission des personnes et de l'entrée des marchandises sur le territoire de la Partie inspectrice aux lois de cette dernière en matière de douanes, d'immigration, d'agriculture, de santé et de sécurité publiques, et à toute autre exigence relative à cette admission et entrée;
19. « zone de précontrôle » désigne une zone désignée conformément à l'article III, à l'intérieur de laquelle la Partie inspectrice peut procéder au précontrôle sur le territoire de la Partie hôte;
20. « périmètre de précontrôle » désigne une zone raisonnable délimitée autour d'un moyen de transport, désignée conformément à l'article III, à l'intérieur de laquelle les contrôleurs peuvent exercer leurs pouvoirs dans la mesure autorisée par l'article VI;
21. « installation de précontrôle » désigne l'infrastructure physique servant à l'inspection, y compris les bureaux, les aires administratives et l'équipement nécessaires au précontrôle des personnes et des marchandises;
22. « poste de précontrôle » désigne un poste mis en place conformément à l'article III;
23. « contrôleur » désigne un fonctionnaire chargé par la Partie inspectrice de procéder au précontrôle;

24. “pre-inspection” means the procedure whereby the United States conducts in Canada inspection of travelers destined to the United States to ensure compliance with U.S. immigration laws in British Columbia at Vancouver (rail and marine), Sidney, Prince Rupert, and Victoria;

25. “regulated items” means items subject to specific regulation under Host Party law that are issued to a preclearance officer by the Inspecting Party Inspection Agency, including:

- a. firearm that is neither automatic nor of a caliber greater than .45;
- b. a cartridge magazine or ammunition; and
- c. a defensive spray;

26. “transportation facility” means an airport, bus station, rail station, seaport, land port of entry or other facility linked to transportation; and

27. “traveler” means any person who seeks entry or admission to the territory of the Inspecting Party or to transit through that territory.

Article II

Applicable Law

1. The Inspecting Party may conduct preclearance at preclearance areas.

2. The Inspecting Party shall ensure that the preclearance officers comply with the law of the Host Party while in the territory of that Host Party. The law of the Host Party applies in the preclearance area and the preclearance perimeter. Preclearance officers shall only exercise powers and authorities permitted and provided by the Host Party pursuant to this Agreement. Given that preclearance officers must also administer the Inspecting Party's laws in the territory of the Host Party, preclearance shall be conducted in a manner consistent with the law and constitutions of both Parties and with this Agreement, recognizing that the Parties shall apply the applicable standards set out in Article VI. The Parties acknowledge that the Inspecting Party shall not enforce the Inspecting Party's criminal law in the territory of the Host Party through activities such as arrest or prosecution.

3. The Inspecting Party shall have the right to administer its fees as well as civil fines and monetary penalties, which may be assessed in the Inspecting Party's national currency, on travelers and carriers with respect to violations identified by the Inspecting Party in the course of conducting preclearance, except when the Host Party institutes a penal proceeding with respect to the same act or omission.

24. « réinspection » désigne la procédure au moyen de laquelle les États-Unis procèdent, au Canada, à l'inspection des voyageurs à destination des États-Unis pour assurer le respect des lois américaines en matière d'immigration en Colombie-Britannique, à Vancouver (transport ferroviaire et maritime), à Sidney, à Prince Rupert et à Victoria;

25. « articles contrôles » désigne les articles qui sont soumis à une réglementation particulière en vertu du droit de la Partie hôte et qui sont remis à un contrôleur par l'organisme d'inspection de la Partie inspectrice, incluant :

- a) une arme à feu qui n'est pas une arme automatique et dont le calibre ne dépasse pas 45 mm,
- b) un chargeur ou des munitions,
- c) un aérosol de défense;

26. « installation de transport » désigne un aéroport, une gare d'autobus, une gare ferroviaire, un port de mer, un point d'entrée terrestre ou toute autre installation liée au transport;

27. « voyageur » désigne toute personne qui cherche à entrer ou à être admise sur le territoire de la Partie inspectrice, ou qui souhaite transiter par ce territoire.

Article II

Droit applicable

1. La Partie inspectrice peut procéder au précontrôle dans les zones de précontrôle.

2. La Partie inspectrice veille à ce que les contrôleurs se conforment au droit de la Partie hôte lorsqu'ils se trouvent sur le territoire de cette dernière. Le droit de la Partie hôte s'applique dans la zone de précontrôle et dans le périmètre de précontrôle. Les contrôleurs n'exercent que les pouvoirs et attributions autorisés et conférés par la Partie hôte en vertu du présent Accord. Comme les contrôleurs doivent également administrer les lois de la Partie inspectrice sur le territoire de la Partie hôte, le précontrôle s'effectue d'une manière conforme au droit et aux constitutions des deux Parties et au présent Accord, étant entendu que les Parties sont tenues d'appliquer les normes applicables énoncées à l'article VI. Les Parties reconnaissent que la Partie inspectrice ne peut appliquer son droit criminel sur le territoire de la Partie hôte au moyen d'activités telles que des arrestations ou des poursuites.

3. La Partie inspectrice a le droit d'administrer ses frais ainsi que les amendes civiles et les sanctions pécuniaires, lesquelles peuvent être imposées dans la monnaie nationale de la Partie inspectrice aux voyageurs et aux transporteurs pour des infractions que la Partie inspectrice a constatées pendant le précontrôle, sauf si la Partie hôte intente une poursuite pénale visant le même acte ou omission.

4. This Agreement shall not affect the rights of the Inspecting Party to enforce its law in its own territory. This Agreement does not affect the authority of the Host Party to conduct inspections, including export examinations and post-clearance inspections, in its territory.
5. This Agreement shall not prevent the Inspecting Party from entering into compliance agreements (containing penalties for noncompliance) with merchants located in the preclearance area.
6. This Agreement shall not affect the rights or obligations of the Parties under other international agreements.
7. Activities under this Agreement shall be subject to the availability of appropriated funds.
8. This Agreement shall not create any right, benefit, or privilege for any private person or Party, unless specifically provided by this Agreement.
9. Each Party shall implement this Agreement in an equitable and non-discriminatory manner that is consistent with this Agreement.

Article III

Preclearance Operations

1. Either Party may request that preclearance operations be established at a transportation facility.
2. The Parties shall confirm their mutual concurrence regarding the establishment of preclearance operations at each specific location through an exchange of diplomatic notes.
3. United States preclearance shall continue at airports in Canada where preclearance is conducted on the date of entry into force of this Agreement, subject to the terms of this Agreement. Continuation of preclearance at these airports does not require confirmation under the procedure at paragraph 2.
4. Absent confirmation under paragraph 2 within 180 days from entry into force of this Agreement that the Parties shall establish preclearance operations at any facility at which pre-inspection is conducted, pre-inspection activities at that facility may be terminated by either Party. The Parties may, by a further exchange of diplomatic notes, set out the date on which the preclearance operation is to commence at that location as well as any transition periods for the application of this Agreement.

4. Le présent Accord ne porte pas atteinte au droit de la Partie inspectrice d'appliquer son droit sur son propre territoire. Le présent Accord ne porte pas atteinte au pouvoir de la Partie hôte de mener des inspections, incluant des examens des exportations et des inspections de postcontrôle, sur son territoire.
5. Le présent Accord n'a pas pour effet d'empêcher la Partie inspectrice de conclure des accords de conformité (prévoyant des sanctions en cas de non-conformité) avec les commerçants situés dans la zone de précontrôle.
6. Le présent Accord n'a pas d'incidence sur les droits ou obligations des Parties au titre d'autres accords internationaux.
7. Les activités visées par le présent Accord sont menées sous réserve de la disponibilité des fonds alloués.
8. Sauf disposition expresse du présent Accord, celui-ci ne confère aucun droit, avantage ou privilège à un particulier ou à une Partie.
9. Chaque Partie met en œuvre le présent Accord d'une manière équitable et non discriminatoire qui est conforme au présent Accord.

Article III

Activités de précontrôle

1. Chacune des Parties peut demander que les activités de précontrôle soient mises en place dans une installation de transport.
2. Les Parties confirment, au moyen d'un échange de notes diplomatiques, leur consentement mutuel à la mise en place d'activités de précontrôle à chacun des postes particuliers.
3. Les États-Unis continuent de procéder au précontrôle dans les aéroports canadiens où celui-ci est effectué à la date d'entrée en vigueur du présent Accord, sous réserve des dispositions de ce dernier. La continuation du précontrôle dans ces aéroports ne requiert pas de confirmation conformément à la procédure énoncée au paragraphe 2.
4. Si, dans les 180 jours suivant l'entrée en vigueur du présent Accord, il n'est pas confirmé, conformément au paragraphe 2, que les Parties mettront en place des activités de précontrôle dans une installation où s'effectue la préinspection, l'une ou l'autre Partie peut mettre fin aux activités de préinspection dans cette installation. Les Parties peuvent, au moyen d'un échange de notes diplomatiques ultérieur, fixer la date à laquelle les activités de précontrôle débiteront au poste en question, ainsi que toute période de transition pour l'application du présent Accord.

5. For new preclearance locations (including locations at which pre-inspection is conducted or is being conducted pursuant to a written arrangement between the Parties), each Party may determine for itself the factors to be considered in deciding whether to establish preclearance at a new location, such as how the Inspecting Party's technical design standards are applied at that location, the availability of resources to conduct preclearance, and the existence of a sufficient volume of travelers or cargo to make feasible and practical the operation of the preclearance facility.
6. For existing preclearance locations and locations at which pre-inspection is conducted or is being conducted pursuant to a written arrangement between the Parties, consideration of the use of private or public outside resources does not apply unless jointly determined by the Parties for services provided outside of established shift hours for any irregular or ad hoc transportation by a carrier, or as otherwise decided by the Parties, taking into consideration the magnitude of the economic, national security, or efficiency returns to both countries.
7. This Agreement shall not be construed to prohibit the Inspecting Party from accepting private or public outside resources to offset the cost of preclearance operations at a location (other than a location identified in paragraph 6) based on a case-by-case discussion between the Parties taking into consideration the magnitude of the economic, national security or efficiency returns to both countries, and provided that the use of private or public outside resources at a new location does not adversely affect service levels at existing locations.
8. If the Host Party permits in-transit travelers or goods to proceed to the preclearance area, the Inspecting Party shall conduct preclearance as it does for other travelers or goods.
9. The Host Party shall designate the preclearance area and, unless the Parties otherwise jointly determine, the Host Party shall also designate the preclearance perimeter.
10. Prior to designation of a preclearance area and preclearance perimeter at a preclearance location or any re-designation of that area, the Host Party shall consult with the facility operator and the Inspecting Party regarding the area to be designated or re-designated and shall endeavour to satisfy the operational requirements of the Inspecting Party.
11. The Parties shall confirm the designation or re-designation of a preclearance area and preclearance perimeter through an exchange of diplomatic notes.
12. Unless otherwise jointly determined by the Parties, each designated preclearance area shall, at a minimum, include:
 - a. For preclearance areas that process travelers:
 - (i) the conveyance destined for the territory of the Inspecting Party for a reasonable time prior to the boarding process until its departure from the transportation facility;

5. Dans le cas de nouveaux postes de précontrôle (incluant les postes où s'effectue la préinspection, ou ceux où la préinscription est effectuée en vertu d'un arrangement écrit entre les Parties), chaque Partie peut déterminer pour son propre compte les facteurs à prendre en considération pour décider de l'opportunité de la mise en place du précontrôle à un nouveau poste, tels que la manière dont les normes de conception technique de la Partie inspectrice sont appliquées au poste concerné, la disponibilité des ressources pour procéder au précontrôle, ainsi que la présence d'un volume suffisant de voyageurs ou de fret pour rendre l'exploitation de l'installation de précontrôle possible et pratique.

6. Dans le cas des postes de précontrôle existants et des postes où s'effectue la préinspection, ou de ceux où la préinspection est effectuée en vertu d'un arrangement écrit entre les Parties, la possibilité de recourir à des ressources externes du secteur privé ou public n'est pas envisagée, à moins de décision contraire conjointe des Parties aux fins des services fournis en dehors des quarts de travail établis à regard de tout transport irrégulier ou ponctuel effectué par un transporteur, ou selon toute autre modalité décidé par les Parties, compte tenu de l'ampleur des retombées aux plans économique, de la sécurité nationale ou de l'efficacité pour les deux pays.

7. Le présent Accord n'a pas pour effet d'empêcher la Partie inspectrice d'accepter des ressources externes du secteur privé ou public pour compenser le coût des activités de précontrôle menées à un poste donné (à l'exception d'un poste visé au paragraphe 6) sur la base d'une discussion au cas par cas entre les Parties, compte tenu de l'ampleur des retombées aux plans économique, de la sécurité nationale ou de l'efficacité pour les deux pays, et pourvu que le recours à des ressources externes du secteur privé ou public à un nouveau poste n'ait pas d'incidence négative sur le niveau des services offerts aux postes existants.

8. Si la Partie hôte permet que les voyageurs ou les marchandises en transit entrent dans la zone de précontrôle, la Partie inspectrice procède à leur précontrôle de la même manière que pour les autres voyageurs ou marchandises.

9. La Partie hôte désigne la zone de précontrôle et, sauf décision contraire conjointe des Parties, elle désigne aussi le périmètre de précontrôle.

10. Avant de désigner une zone de précontrôle et un périmètre de précontrôle à un poste de précontrôle donné, ou de procéder à une nouvelle désignation de cette zone, la Partie hôte consulte l'exploitant d'installation et la Partie inspectrice au sujet de la zone devant faire l'objet de la désignation ou de la nouvelle désignation, et elle s'efforce de satisfaire aux exigences opérationnelles de la Partie inspectrice.

11. Les Parties confirment la désignation ou la nouvelle désignation d'une zone de précontrôle et d'un périmètre de précontrôle au moyen d'un échange de notes diplomatiques.

12. Sauf décision contraire conjointe des Parties, chaque zone de précontrôle désignée comprend, au minimum, les éléments suivants :

- a) En ce qui concerne les zones de précontrôle destinées aux voyageurs :
 - (i) le moyen de transport à destination du territoire de la Partie inspectrice pendant une période raisonnable avant l'embarquement, jusqu'à son départ de l'installation de transport;

- (ii) the clearly demarcated queuing area used exclusively for preclearance purposes in front of the primary inspection area;
 - (iii) the baggage make up area or other area where baggage or other goods destined for the territory of the Inspecting Party are stored or delivered to the Inspecting Party for inspection;
 - (iv) Inspecting Party primary and secondary examination areas, including any areas used for radiation detection;
 - (v) the departure lounges for transportation bound for the territory of the Inspecting Party;
 - (vi) connecting corridors and all designated conveyances used for transportation of in-transit and precleared persons and goods between areas of the transportation facility or from the transportation facility to the departing conveyance (e.g., buses). If travelers cannot board a departing conveyance by means of a connecting corridor or designated conveyance, the preclearance area shall also include a clearly demarcated area leading to that departing conveyance for the period of time during which boarding takes place;
 - (vii) administrative areas occupied by the Inspecting Party; and
 - (viii) subject to facility capacity, area(s) required for the Inspecting Party to conduct preclearance operations in the event of an outage or malfunction of equipment or technological tool used by the Inspecting Party to conduct preclearance but only for the time that the alternative area(s) are in use for the preclearance of travelers or goods.
- b. For preclearance areas that are authorized by the Inspecting Party to process cargo, the areas noted in subparagraphs (a)(i), (ii), (iv), (vii), and (viii) as well as designated warehouses where cargo destined for the territory of the Inspecting Party may be stored, staged or processed.

13. Cargo shall be eligible for preclearance under this Agreement only at preclearance locations authorized by the Inspecting Party to conduct preclearance of cargo, as confirmed in an exchange of diplomatic notes.

14. If the security or sterility of the preclearance area or any aspect of the preclearance operation is compromised, the Inspecting Party shall have the right to suspend preclearance processing until it is resolved to the satisfaction of the Inspecting Party. The Inspecting Party shall notify the Host Party without delay of the suspension and shall resume the preclearance operation as soon as reasonably possible.

- (ii) une zone clairement délimitée pour la file d'attente, utilisée exclusivement aux fins du précontrôle et située en face de l'aire d'inspection primaire;
 - (iii) une aire de rassemblement des bagages ou toute autre aire où les bagages ou autres marchandises à destination du territoire de la Partie inspectrice sont entreposés ou remis à la Partie inspectrice pour inspection;
 - (iv) les aires d'inspection primaire et secondaire de la Partie inspectrice, y compris les aires servant à la détection des radiations;
 - (v) les salles de départ pour les transports à destination du territoire de la Partie inspectrice;
 - (vi) les couloirs de communication et tous les moyens de transport désignés utilisés pour transporter les personnes et les marchandises en transit et ayant fait l'objet d'un précontrôle entre les aires de l'installation de transport, ou entre l'installation de transport et le moyen de transport en partance (p. ex. les autobus). Si les voyageurs ne peuvent embarquer dans un mode de transport en partance par un couloir de communication ou par un moyen de transport désigné, la zone de précontrôle comprend également une zone clairement délimitée qui mène jusqu'au mode de transport en partance pendant toute la durée de l'embarquement;
 - (vii) les aires administratives occupées par la Partie inspectrice;
 - (viii) sous réserve de la capacité de l'installation, la ou les zones dont la Partie inspectrice a besoin pour mener les activités de précontrôle en cas de panne de courant ou de défaillance de l'équipement ou de l'outil technologique dont elle se sert pour le précontrôle, mais seulement pendant la période durant laquelle la ou les zones en question sont utilisées pour le précontrôle des voyageurs ou des marchandises.
- b) En ce qui concerne les zones de précontrôle dans lesquelles le traitement du fret est autorisé par la Partie inspectrice, les zones mentionnées aux sous-paragraphes a)(i), (ii), (iv), (vii) et (viii) ainsi que les entrepôts désignés où le fret à destination du territoire de la Partie inspectrice peut être entreposé, rassemblé ou traité.

13. Le précontrôle du fret en vertu du présent Accord peut être effectuée seulement aux postes de précontrôle qui ont reçu de la Partie inspectrice l'autorisation de procéder au précontrôle du fret, laquelle autorisation est confirmée au moyen d'un échange de notes diplomatiques.

14. Si la sécurité ou la stérilité de la zone de précontrôle ou d'un quelconque aspect de l'activité de précontrôle est compromise, la Partie inspectrice a le droit de suspendre le processus de précontrôle jusqu'à ce que la situation soit réglée à sa satisfaction. La Partie inspectrice avise sans tarder la Partie hôte de la suspension, et elle reprend l'activité de précontrôle dès qu'il est raisonnablement possible de le faire.

15. The Inspecting Party shall provide a high level of service by:
- a. providing a sufficient number of preclearance officers, supported by technologies, to carry out with reasonable speed and efficiency preclearance of goods, persons, and conveyances to which preclearance is extended;
 - b. making best efforts to secure resources if additional staff and other resources are required to conduct preclearance approved by both Parties;
 - c. giving consideration to flexible practices and operating procedures, which may improve the efficiency of preclearance or address temporary disruptions;
 - d. considering requests from carriers and transportation authorities to improve their operational efficiency through flexible procedures that meet the controls and sterility standards established by the Inspecting Party and that are consistent with the efficient use of preclearance personnel and resources; and
 - e. considering requests for new preclearance services at established preclearance locations.
16. The Inspecting Party shall not be required to provide preclearance outside its normal hours of operation.
17. The determination whether to provide preclearance to any irregular and ad hoc transportation by a carrier during the Inspecting Party's normal hours of operation shall be within the sole discretion of the Inspecting Party.
18. The Inspecting Party, absent extraordinary circumstances, shall provide the Host Party and facility operator 90-day advance notice of a material reduction or suspension in preclearance services, but that notice is not required if there is an adjustment to the Inspecting Party's operating hours.
19. A Party may cease services at a preclearance location after consultations with the other Party, the facility operator at that location, and affected carriers. A decision to cease services at a location shall be based upon a sustained and substantial decrease in traffic over a four-year period compared to the average of the previous four years. The consultative process shall assist both Parties to understand a case of force majeure or other unanticipated circumstances surrounding the decrease in traffic and the unique interests of each Party regarding potential cessation. The Party that seeks to cease preclearance at a location shall provide written notification to the other Party one year in advance of that cessation.

15. La Partie inspectrice offre un service de haut niveau au moyen des mesures suivantes :
- a) fournir un nombre suffisant de contrôleurs, appuyés par des moyens technologiques, pour procéder à un précontrôle raisonnablement rapide et efficace des marchandises, des personnes et des moyens de transport devant faire l'objet du précontrôle;
 - b) s'efforcer d'obtenir les ressources voulues si du personnel et d'autres ressources supplémentaires sont nécessaires pour procéder au précontrôle approuvé par les deux Parties;
 - c) examiner la possibilité de recourir à des pratiques et procédures de fonctionnement flexibles, susceptibles d'améliorer l'efficacité du précontrôle ou de remédier aux perturbations temporaires;
 - d) examiner les demandes des transporteurs et des autorités de transport pour améliorer leur efficacité opérationnelle grâce à des procédures flexibles qui satisfont aux contrôles et aux normes de stérilité imposées par la Partie inspectrice et qui sont compatibles avec une utilisation efficace des ressources et du personnel affectés au précontrôle;
 - e) Examiner les demandes de nouveaux services de précontrôle aux postes de précontrôle mis en place.
16. La Partie inspectrice n'est pas tenue de fournir des services de précontrôle en dehors de ses heures normales de service.
17. La décision concernant l'opportunité de fournir des services de précontrôle à l'égard de tout transport irrégulier et ponctuel effectué par un transporteur pendant les heures normales de service de la Partie inspectrice relève de la discrétion exclusive de cette dernière.
18. À moins de circonstances exceptionnelles, la Partie inspectrice donne à la Partie hôte et à l'exploitant d'installation un préavis de 90 jours de toute réduction ou suspension importante des services de précontrôle. Ce préavis n'est pas requis si la Partie inspectrice ajuste ses heures de service en conséquence.
19. Une Partie peut mettre fin aux services fournis à un poste de précontrôle à la suite de consultations avec l'autre Partie, l'exploitant d'installation du poste en question et les transporteurs touchés. La décision de mettre fin aux services fournis à un poste est fondée sur une baisse soutenue et importante du volume du trafic sur une période de quatre ans par rapport à la moyenne des quatre années précédentes. Le processus consultatif aide les deux Parties à comprendre le cas de force majeure ou autres circonstances imprévues entourant la baisse du volume du trafic et les intérêts uniques de chaque Partie en ce qui a trait à la cessation éventuelle des services. La Partie qui souhaite mettre fin aux services de précontrôle à un poste transmet un préavis écrit d'un an à cet effet à l'autre Partie.

Article IV

Preclearance Facilities

1. Recognizing that the Inspecting Party has its own technical design standards, the Inspecting Party shall apply its technical design standards at specific preclearance facilities, including any modifications to the existing preclearance facilities, in a manner consistent with this Agreement.
2. The design of the preclearance facility conforming to the Inspecting Party standards shall be developed in consultation with the facility operator and the appropriate Host Party authorities to ensure the design does not impact Host Party operations adjacent to or contiguous with those facilities.
3. The consent of each Party to the application of the Inspecting Party's technical design standards and, if applicable, to a reasonable time frame for compliance, for each preclearance facility is required prior to the establishment of preclearance operations at that facility pursuant to Article III(2). If the technical design standards are subsequently amended or updated, the Parties shall consult regarding implementation of conforming modifications, as appropriate, in a reasonable time frame.
4. If preclearance is established in the territory of the Host Party, but the transportation or preclearance facility is owned or managed by the Inspecting Party, the Inspecting Party shall consult with the appropriate Host Party authorities and be responsible for any requirements set forth in paragraph 3, to be implemented in a manner consistent with this Agreement.
5. The Host Party and the Inspecting Party shall have the right to post signs and shall ensure that information is made readily available regarding the rights and obligations of any person in a preclearance area or a preclearance perimeter. The Parties shall consult to ensure that the signage, brochures, or other communication materials outlining the rights and obligations of any person in a preclearance area or a preclearance perimeter do not conflict with applicable law or this Agreement.
6. The Host Party shall ensure that preclearance areas are clearly demarcated by the facility operator.
7. The Inspecting Party shall have the right to use and install inspectional aids following consultation with the Host Party prior to initial deployment in each mode.
8. Only persons and goods destined for the Inspecting Party's territory and authorized persons shall be permitted to enter preclearance areas.
9. At facilities owned or managed by the Host Party, the Parties shall jointly determine any other conditions required for establishment or continuation of preclearance at that facility.

Article IV

Installations de précontrôle

1. Reconnaissant qu' elle possède ses propres normes de conception technique, la Partie inspectrice applique celles-ci aux installations de précontrôle particulières, y compris aux modifications apportées aux installations de précontrôle existantes, le cas échéant, d'une manière conforme au présent Accord.
2. La conception des installations de précontrôle conformes aux normes de la Partie inspectrice s'effectue en consultation avec l'exploitant d'installation et les autorités compétentes de la Partie hôte afin de faire en sorte que cette conception n'affecte pas les activités de la Partie hôte dans les aires avoisinantes ou contiguës aux installations concernées.
3. Le consentement de chaque Partie à l'application des normes de conception technique de la Partie inspectrice et, le cas échéant, à un délai raisonnable pour s'y conformer, est requis pour chaque installation de précontrôle avant que des activités de précontrôle ne puissent y être mises en place conformément à l'article III(2). Si les normes de conception technique sont ultérieurement modifiés ou mises à jour, les Parties se consultent concernant la mise en œuvre de modifications permettant de s'y conformer, s'il y a lieu, dans un délai raisonnable.
4. Si le précontrôle est mis en place sur le territoire de la Partie hôte, mais que l'installation de transport ou de précontrôle appartient à la Partie inspectrice ou est gérée par celle-ci, la Partie inspectrice consulte les autorités compétentes de la Partie hôte et a la responsabilité de faire en sorte que toute exigence énoncée au paragraphe 3 soit mise en œuvre d'une manière conforme au présent Accord.
5. La Partie hôte et la Partie inspectrice ont le droit de placer des panneaux de signalisation dans une zone de précontrôle ou un périmètre de précontrôle, et elles veillent à ce que les personnes présentes dans une zone de précontrôle ou un périmètre de précontrôle puissent consulter aisément l'information relative à leurs droits et obligations. Les Parties se consultent pour s'assurer que la signalisation, les brochures ou tout autre matériel de communication décrivant les droits et obligations des personnes présentes dans une zone de précontrôle ou un périmètre de précontrôle ne sont pas incompatibles avec le droit applicable ou le présent Accord.
6. La Partie hôte veille à ce que l'exploitant d'installation délimite clairement les zones de précontrôle.
7. La Partie inspectrice a le droit d'utiliser et d'installer des aides à l'inspection après consultation de la Partie hôte et avant le déploiement initial dans chaque mode.
8. Seules les personnes et les marchandises à destination du territoire de la Partie inspectrice et les personnes autorisées reçoivent la permission d'entrer dans les zones de précontrôle.
9. En ce qui concerne les installations qui appartiennent à la Partie hôte ou qui sont gérées par celle-ci, les Parties arrêtent conjointement toutes les autres conditions requises pour la mise en place ou la continuation du précontrôle dans une installation donnée.

10. At facilities with a private facility operator, either Party may make the establishment or continuation of preclearance conditional on the facility operator providing the following:

- a. protection of the preclearance area and designated offices and administrative areas and the contents in those offices and areas, including the official archives and documents maintained and used by the Inspecting Party against any intrusion or damage and to prevent any disturbance of the peace on the premises;
- b. provision and maintenance of security measures and infrastructure that ensures the sterility of the preclearance area, and that restricts access to the preclearance area only to travelers, goods, and authorized persons for the purpose of their duty;
- c. opportunity for the Inspecting Party to review and approve the goods to be made available to persons, including goods to be made available for purchase, in the preclearance area;
- d. provision of security screening measures for preclearance prior to the entrance of a preclearance area in the air environment (except at Toronto Pearson International Airport, which must meet this requirement no later than a date to be specified in an exchange of letters prior to signature of this Agreement) and, for other environments, to the extent applicable at a facility as determined by the Parties;
- e. at locations where preclearance officers are permitted to carry a firearm, a timely law enforcement response to requests for assistance from the Inspecting Party, through arrangements with the police of jurisdiction, entered into in coordination with the Host Party;
- f. at locations where preclearance officers are not authorized under this Agreement to carry firearms, a continuous presence by armed law enforcement officers from the territory of the Host Party, during the Inspecting Party's hours of operation at that location;
- g. opportunity for the Host Party, in consultation with the Inspecting Party, to review and approve through the normal certification and recertification processes, the personnel who apply for or already hold positions that will provide them with access to the preclearance area as part of their duties before the personnel receive access to the preclearance area;
- h. restriction of access to the preclearance area, or observation of any portion of the preclearance area not otherwise viewed by travelers subject to the preclearance process, by persons unless they have access to the preclearance area according to Article VI(1);
- i. provision and maintenance of a preclearance facility that applies the technical design standards of the Inspecting Party consistent with paragraph 3; and

10. En ce qui concerne les installations relevant d'un exploitant d'installation du secteur privé, l'une ou l'autre Partie peut subordonner la mise en place ou la continuation du précontrôle à la prise des mesures suivantes par l'exploitant d'installation :

- a) protéger la zone de précontrôle et les bureaux et aires administratives désignés ainsi que leur contenu, y compris les archives et documents officiels tenus et utilisés par la Partie inspectrice, contre toute intrusion ou dommage, et empêcher toute perturbation de la paix dans ces lieux;
- b) mettre en place et maintenir des mesures de sécurité et une infrastructure qui assure la stérilité de la zone de précontrôle et limite l'accès à celle-ci aux seuls voyageurs, marchandises et personnes autorisées dans l'exercice de leurs fonctions;
- c) donner l'occasion à la Partie inspectrice d'examiner et d'approuver les marchandises qui seront mises à la disposition des personnes dans la zone de précontrôle, y compris celles qui seront offertes en vente;
- d) mettre en place des mesures de contrôle de sécurité en vue du précontrôle avant l'entrée dans une zone de précontrôle dans le cas du transport aérien (à l'exception de l'Aéroport international Pearson de Toronto, lequel doit se conformer à cette exigence au plus tard à la date précisée dans un échange de lettres préalable à la signature du présent Accord) et, dans le cas des autres transports, dans la mesure applicable déterminée par les Parties pour une installation donnée;
- e) aux postes où les contrôleurs sont autorisés à porter une arme à feu, garantir une intervention rapide des agents d'application de la loi pour répondre aux demandes d'aide de la Partie inspectrice, au moyen d'arrangements avec le service de police compétent conclus en coordination avec la Partie hôte;
- f) aux postes où les contrôleurs ne sont pas autorisés, en vertu du présent Accord, à porter une arme à feu, assurer une présence continue d'agents d'application de la loi armés du territoire de la Partie hôte durant les heures de service de la Partie inspectrice au poste concerné;
- g) donner l'occasion à la Partie hôte, en consultation avec la Partie inspectrice, de soumettre à un examen et d'approuver, au moyen des processus habituels de certification et de renouvellement de la certification, le personnel qui postule ou occupe déjà un poste donnant accès à la zone de précontrôle dans l'exercice de ses fonctions, et ce, avant de lui donner accès à cette zone;
- h) restreindre l'accès à la zone de précontrôle ou la possibilité d'observer une quelconque partie de celle-ci qui est cachée aux voyageurs faisant l'objet du précontrôle aux seules personnes ayant accès à cette zone en vertu de l'article VI(1);
- i) fournir et entretenir des installations de précontrôle qui appliquent les normes de conception technique de la Partie inspectrice conformément au paragraphe 3;

- j. compliance with any other requirements jointly determined by the Parties.

If a facility operator fails to satisfy those requirements and the Inspecting Party considers that as a result its operations are at risk, the Inspecting Party may request immediate consultations. Failure to reach a satisfactory resolution within 15 days may result in the Inspecting Party suspending the operation under discussion. If justified by an emergency, the Inspecting Party may take interim action prior to the expiry of 15 days.

Article V

Preclearance Conditions

1. The Inspecting Party shall approve any carrier's request for preclearance, or to continue to provide preclearance, at a particular facility in the rail, marine, and air modes, if the carrier has maintained or remedied compliance with the requirements pertaining to carriers in accordance with this Agreement and the following conditions:

- a. receipt by the Inspecting Party of written notice of the carrier's ongoing change to a transit schedule (including seasonal changes), to the volume of travelers or goods being precleared, or to the carrier's transit plan no less than 60 days in advance of when the contemplated change is to go into effect;
- b. immediate notification of a temporary change to the volume of travelers or goods being precleared on a particular route, to the carrier's transit plan, or change in the carrier's circumstances after it departs a preclearance location (including changes to the carrier's destination);
- c. use by the carrier of the procedures outlined by the Inspecting Party for all of the carrier's transport on a given route unless the Inspecting Party consents to a change in those procedures;
- d. receipt by both Parties of written notice 90 days in advance, or less with the prior written consent of both Parties, of the carrier's desire to withdraw entirely from preclearance at any location;
- e. receipt by the Inspecting Party of reasonable notification from the carrier of withdrawal in respect of one or more eligible routes (but short of full withdrawal) or sooner with the prior written consent by both Parties for the limited withdrawal as specified in the notice;
- f. confirmation that the carrier will deny carriage to any person who fails or refuses to submit to a preclearance inspection, is inadmissible to the territory of the Inspecting Party or otherwise should not be boarded on security grounds, or to goods which are not precleared or are not eligible for entry into the territory of the Inspecting Party;

- j) respecter toutes les autres exigences arrêtées conjointement par les Parties.

Si un exploitant d'installation ne respecte pas les exigences précitées et que la Partie inspectrice juge que ce non-respect entraîne un risque pour ses activités, elle peut demander des consultations immédiates. Si une solution satisfaisante n'est pas trouvée dans un délai de 15 jours, la Partie inspectrice peut suspendre les activités concernées. En cas d'urgence, la Partie inspectrice peut prendre des mesures provisoires avant l'expiration du délai de 15 jours.

Article V

Conditions du précontrôle

1. La Partie inspectrice approuve toute demande présentée par un transporteur en vue d'obtenir le précontrôle, ou la continuation du précontrôle à une installation ferroviaire, maritime et aérienne donnée, pourvu que ce transporteur ait maintenu le respect ou remédié au non-respect des exigences applicables aux transporteurs en vertu du présent Accord et des conditions suivantes :

- a) la Partie inspectrice reçoit, au moins 60 jours avant la prise d'effet prévue des changements envisagés, un avis écrit l'informant des changements en cours apportés par le transporteur aux horaires de transport (y compris des changements saisonniers), au volume de voyageurs ou de marchandises faisant l'objet du précontrôle, ou au plan de transport du transporteur;
- b) notification immédiate est donnée de tout changement temporaire concernant le volume de voyageurs ou de marchandises faisant l'objet du précontrôle sur un itinéraire particulier et le plan de transport du transporteur, ou de tout changement dans la situation de celui-ci postérieur à son départ d'un poste de précontrôle (y compris des changements de destination du transporteur);
- c) le transporteur suit les procédures mises en place par la Partie inspectrice pour l'ensemble des transports qu'il effectue sur un itinéraire donné, à moins que la Partie inspectrice ne consente à une modification de ces procédures;
- d) les deux Parties reçoivent un préavis écrit de 90 jours, ou un préavis plus court si les deux Parties y consentent par écrit au préalable, de l'intention du transporteur de se retirer complètement du précontrôle à un poste donné;
- e) la Partie inspectrice reçoit un préavis raisonnable du retrait du transporteur relativement à un ou plusieurs itinéraires admissibles (sans qu'il s'agisse d'un retrait complet), ou un préavis plus court si les deux Parties consentent par écrit au préalable au retrait limité visé par le préavis;
- f) il est confirmé que le transporteur refusera de transporter toute personne qui omet ou refuse de se soumettre à une inspection de précontrôle, est interdite d'entrée sur le territoire de la Partie inspectrice ou ne devrait pas être embarquée pour des raisons de sécurité, ou toute marchandise n'ayant pas fait l'objet d'un précontrôle ou qui est interdite d'entrée sur le territoire de la Partie inspectrice;

- g. receipt of information from the carrier, including traveler and cargo manifest information, consistent with Inspecting Party requirements, at the time as the Inspecting Party may specify to facilitate preclearance of travelers and goods;
 - h. the preclearance schedule being requested by the carrier does not adversely affect Inspecting Party operations at the requested location; and
 - i. satisfaction of other requirements in accordance and consistent with this Agreement as jointly determined by the Parties.
2. The Inspecting Party shall endeavor to accommodate all requests for preclearance that do not adversely affect the Inspecting Party operations. The Inspecting Party retains final decision-making authority with regard to operational schedules.
3. The Inspecting Party shall not be responsible for any costs, including accommodation and maintenance costs, for any traveler on a carrier who is refused passage onward by the Inspecting Party and must be removed to the traveler's point of embarkation, or to the country of which that traveler is a citizen or national, if that traveler is traveling in-transit through the territory of the Host Party.
4. The Inspecting Party may refuse to preclear a conveyance if the carrier does not satisfy the Inspecting Party that it can deny carriage to any traveler or good that is on board the conveyance and that is found ineligible to enter the territory of the Inspecting Party.
5. Upon receiving a request for preclearance from a carrier in the rail, marine, or air modes, the Inspecting Party shall consider the request within a reasonable time.
6. Any carrier that does not undergo preclearance must proceed through a designated port of entry to enter the territory of the Inspecting Party.

Article VI

Operational Obligations and Authorities

1. The Parties agree that only the following persons will have access to the preclearance area:
- a. travelers en route to and goods destined for the Inspecting Party's territory;
 - b. persons who are authorized by the Host Party in the course of the normal certification and recertification process, in consultation with the Inspecting Party;
 - c. in case of an emergency, emergency workers with simultaneous notification to preclearance officers; and

- g) les informations, y compris les manifestes de passagers et de marchandises, conformes aux exigences de la Partie inspectrice sont reçues du transporteur au moment précisé, le cas échéant, par la Partie inspectrice pour faciliter le précontrôle des voyageurs et des marchandises;
- h) l'horaire de précontrôle demandé par le transporteur ne porte pas préjudice aux activités menées par la Partie inspectrice au poste concerné;
- i) il est satisfait à toute autre exigence conforme au présent Accord et compatible avec celui-ci, selon les modalités arrêtées conjointement par les Parties.

2. La Partie inspectrice s'efforce de donner suite à toute demande de précontrôle qui ne porte pas préjudice à ses activités. La Partie inspectrice conserve le pouvoir de décision final concernant les horaires de service.

3. La Partie inspectrice n'est pas tenue de prendre en charge les frais, y compris les frais d'hébergement et d'entretien, d'un voyageur transporté par un transporteur qui se voit refuser la poursuite de son voyage par la Partie inspectrice et doit être renvoyé vers son point d'embarquement ou le pays dont il est un citoyen ou un ressortissant, si ce voyageur transite par le territoire de la Partie hôte.

4. La Partie inspectrice peut refuser de procéder au précontrôle d'un moyen de transport si le transporteur ne lui démontre pas qu'il est en mesure de refuser de transporter tout voyageur ou marchandise se trouvant à bord de ce moyen de transport dont il est constaté qu'il est interdit d'entrée sur le territoire de la Partie inspectrice.

5. La Partie inspectrice examine dans un délai raisonnable toute demande de précontrôle qu'elle reçoit d'un transporteur ferroviaire, maritime ou aérien.

6. Tout transporteur n'ayant pas fait l'objet d'un précontrôle est tenu de passer par un point d'entrée désigné pour entrer sur le territoire de la Partie inspectrice.

Article VI

Obligations et pouvoirs opérationnels

1. Les Parties conviennent que seules les personnes énumérées ci-dessous auront accès à la zone de précontrôle :

- a) les voyageurs en route et les marchandises en cours d'acheminement vers le territoire de la Partie inspectrice;
- b) les personnes autorisées par la Partie hôte dans le cadre du processus normal de certification et de renouvellement de certification, en consultation avec la Partie inspectrice;
- c) en cas d'urgence, les membres des équipes de secours, avec notification simultanée aux contrôleurs;

- d. any other person for whom access on an ad hoc basis is coordinated with the Inspecting Party in advance.
2. The Inspecting Party shall have the right to deny preclearance for conveyances, goods, and persons that cannot be routed through or brought within the designated preclearance area.
3. The Parties agree that a traveler who enters a preclearance area shall be required to report to a preclearance officer without delay and present goods in that traveler's possession, including goods that form part of that traveler's baggage or cargo, and undergo preclearance processing.
4. The Inspecting Party shall have the right to deny preclearance, refuse admission, or otherwise prevent boarding on a carrier (including on security grounds), of travelers or goods destined to or transiting through its territory, consistent with the laws of the Inspecting Party.
5. The Inspecting Party shall have the right to require re-inspection (in the territory of either the Host Party or the Inspecting Party) as it deems necessary of any goods or persons that are precleared.
6. Preclearance officers shall have the authority to collect any information from travelers for the purpose of administering the laws of the Inspecting Party as they apply to preclearance.
7. As a pre-condition to the granting of entry or admission into the territory of the Inspecting Party, the Inspecting Party may request the voluntary surrender of any good the importation of which is prohibited or regulated under Inspecting Party law.
8. The Host Party shall permit preclearance officers to carry those regulated items, defensive tools, and restraint devices that officers of the Host Party Inspection Agency are permitted to carry in that operating environment. The carriage of regulated items by preclearance officers shall be subject to mutually developed written procedures necessary to ensure the safe transportation and storage of those items, to be separately set forth by the Parties. With respect to the carriage of other tools (whether regulated items, defensive tools, or restraint devices), preclearance officers may carry those items on the consent of the Host Party.
9. The Host Party shall ensure that the Inspecting Party's preclearance officers who act on reasonable grounds when in Canada, and reasonably when in the United States, may use as much force as is necessary to perform their duties in the preclearance area and the preclearance perimeter. The preclearance officer may not use force that is intended or is likely to cause death or cause grievous bodily harm, unless the officer when in the United States reasonably believes, and when in Canada has reasonable grounds to believe, that the force is necessary for self-preservation or the preservation of anyone from death or grievous harm.

- d) toute autre personne dont l'accès ponctuel est coordonné à l'avance avec la Partie inspectrice.

2. La Partie inspectrice a le droit de refuser de procéder au précontrôle des moyens de transport, marchandises et personnes qui ne peuvent pas être acheminés par la zone de précontrôle désignée, ou être introduits à l'intérieur de celle-ci.
3. Les Parties conviennent que les voyageurs qui entrent dans une zone de précontrôle doivent être tenus de se présenter sans attendre devant un contrôleur, de déclarer les marchandises en leur possession, y compris les marchandises qui font partie de leurs bagages ou fret, et de se soumettre au processus de précontrôle.
4. La Partie inspectrice a le droit de refuser le précontrôle, l'entrée ou l'embarquement (y compris pour des raisons de sécurité) aux voyageurs ou aux marchandises à destination de son territoire ou devant transiter par celui-ci, en conformité avec les lois de la Partie inspectrice.
5. La Partie inspectrice a le droit d'exiger, si elle le juge nécessaire, que toute marchandise ou personne ayant fait l'objet d'un précontrôle subisse une nouvelle inspection (sur le territoire de la Partie hôte ou de la Partie inspectrice).
6. Les contrôleurs ont le pouvoir de recueillir, auprès des voyageurs, toute l'information nécessaire aux fins de l'administration des lois de la Partie inspectrice applicables au précontrôle.
7. À titre de condition préalable à l'octroi de la permission d'entrer ou d'être admis sur son territoire, la Partie inspectrice peut demander la remise volontaire de toute marchandise dont l'importation est interdite ou contrôlée en vertu de son droit.
8. La Partie hôte autorise les contrôleurs à porter les articles contrôlés, les outils de défense et les dispositifs de retenue que les agents de l'organisme d'inspection de la Partie hôte sont autorisés à porter dans l'environnement de travail concerné. Le port d'articles contrôlés par les contrôleurs est soumis aux procédures écrites élaborées conjointement pour assurer le transport et l'entreposage sécuritaires de ces articles, lesquelles seront énoncées dans un document distinct par les Parties. Le port des autres outils (que ce soit des articles contrôlés, des outils de défense ou des dispositifs de retenue) par les contrôleurs est subordonné au consentement de la Partie hôte.
9. La Partie hôte fait en sorte que les contrôleurs de la Partie inspectrice qui agissent sur la base de motifs raisonnables au Canada, et de façon raisonnable aux États-Unis, puissent faire usage de la force nécessaire pour s'acquitter de leurs fonctions dans la zone de précontrôle et dans le périmètre de précontrôle. Le contrôleur ne peut faire usage de la force avec l'intention de causer la mort ou un préjudice physique grave, ou d'une façon susceptible de les causer, sauf si, aux États-Unis, il est raisonnablement en droit de croire, ou, au Canada, il a des motifs raisonnables de croire, que cela est nécessaire pour assurer sa propre protection ou celle d'autres personnes contre une menace de mort ou de préjudice grave.

10. Preclearance officers of the Inspecting Party shall, for the purposes of preclearance and in the preclearance area, have the authority to:

- a. obtain biometric information to verify the identity of a traveler within the preclearance area, as authorized by the Inspecting Party's laws and provided that the traveler is notified, through appropriate signage or otherwise, that the traveler may withdraw from the preclearance area if that traveler does not wish to provide the information;
- b. inspect, examine, search and detain goods, and seize and cause the forfeiture of goods subject to paragraphs 25 and 26;
- c. inspect, examine, and search travelers in accordance with paragraph 12;
- d. order any person found in a preclearance area to report to a preclearance officer, identify themselves and answer any questions about their purpose in the preclearance area;
- e. order an unauthorized person found in a preclearance area to leave the area; and
- f. detain and transfer without undue delay to the appropriate Host Party law enforcement officer any person that a preclearance officer believes on reasonable grounds in Canada, or reasonably suspects in the United States, to have committed an offence under Host Party law or to present a danger to human life or safety.

11. The Inspecting Party shall determine the procedures under which the inspections will be carried out and the utilization of human resources.

12. A preclearance officer shall, in a preclearance area, have the following authorities in relation to personal searches for preclearance purposes:

- a. conduct an immediate pat down search (frisk for health and safety) to determine if a person is carrying anything that would present a danger to human life, health or safety. Preclearance officers may perform an immediate pat down search (frisk for health and safety) on a member of any sex and remove anything that would present a danger to human life, health or safety;
- b. conduct a pat down search (frisk for evidence/goods) to locate goods which may be concealed on the traveler's body or in the traveler's clothing; and
- c. conduct a partial body search of a traveler, subject to paragraph 13.

10. Les contrôleurs de la Partie inspectrice disposent des pouvoirs suivants aux fins du précontrôle dans la zone de précontrôle :

- a) recueillir l'information biométrique pour vérifier l'identité d'un voyageur dans la zone de précontrôle, de la manière autorisée par les lois de la Partie inspectrice et à la condition que le voyageur soit avisé, au moyen d'une signalisation ou de toute autre méthode adéquates, qu'il peut quitter la zone de précontrôle s'il ne désire pas fournir cette information;
- b) inspecter, examiner, fouiller et retenir des marchandises, ainsi que saisir des marchandises en vue de leur confiscation sous réserve des paragraphes 25 et 26;
- c) inspecter, contrôler et fouiller les voyageurs conformément au paragraphe 12;
- d) ordonner à toute personne trouvée dans la zone de précontrôle de se présenter devant un contrôleur, de s'identifier et de répondre à toute question au sujet des raisons de sa présence dans la zone de précontrôle;
- e) ordonner à toute personne non autorisée trouvée dans la zone de précontrôle de quitter cette zone;
- f) détenir et transférer, sans délai indu, à un agent d'application de la loi compétent de la Partie hôte toute personne dont un contrôleur a des motifs raisonnables de croire au Canada, ou est raisonnablement en droit de soupçonner aux États-Unis, qu'elle a commis une infraction au droit de la Partie hôte ou qu'elle présente un danger pour la vie ou la sécurité des personnes.

11. La Partie inspectrice définit la procédure à suivre pour l'exécution des inspections et l'utilisation des ressources humaines.

12. Les contrôleurs disposent des pouvoirs suivants dans la zone de précontrôle en ce qui a trait aux fouilles corporelles menées aux fins du précontrôle :

- a) procéder à une fouille immédiate par palpation (fouille par palpation pour des raisons de santé et sécurité) afin de déterminer si une personne transporte un objet quelconque pouvant présenter un danger pour la vie, la santé ou la sécurité des personnes. Les contrôleurs peuvent procéder à une fouille immédiate par palpation (fouille par palpation pour des raisons de santé et sécurité) d'une personne peu importe son sexe, et ils peuvent retirer tout objet pouvant présenter un danger pour la vie, la santé ou la sécurité des personnes;
- b) procéder à une fouille par palpation (fouille à la recherche de preuves ou de marchandises) pour localiser des marchandises susceptibles d'être cachées sur le corps ou dans les vêtements du voyageur;
- c) procéder à une fouille corporelle partielle d'un voyageur, sous réserve du paragraphe 13.

13. A partial body search under paragraph 12(c), whenever possible, shall be conducted by a Host Party Inspection Agency Officer. The Inspecting Party shall detain the traveler pending arrival of a Host Party Inspection Agency Officer and advise the Host Party Inspection Agency of the need to conduct the search. If the Host Party Inspection Agency declines the search or advises that it is unable to conduct the search without undue delay, or if a Host Party Inspection Agency Officer does not arrive within the reasonable time discussed, a preclearance officer shall be permitted to undertake the search.

14. For searches carried out in accordance with paragraph 12(b) and (c), and except as provided under paragraph 15, the officer performing the search must be the same sex as the person being searched. If a Host Party Inspection Agency Officer or preclearance officer of the same sex is not available, the Host Party Inspection Agency Officer or preclearance officer shall have the right to authorize any suitable person of the same sex to perform the search.

15. The actions of officers under paragraphs 12 and 13 with respect to the search of a transgender person or a transsexual shall be performed in accordance with the policies of the Party performing the search.

16. The Host Party shall not impose higher standards on actions of preclearance officers under paragraphs 12 and 13 than are applicable to the same actions undertaken by officers of the Host Party Inspection Agency in the Host Party territory.

17. Each Party, in accordance with its laws and policies, shall ensure that its officers document the basis for each partial body search that its officers undertake pursuant to paragraphs 12 and 13. Each Party, on a quarterly basis, shall provide the other Party with a summary of such partial body searches that its officers carry out during that period. The summary shall include an explanation of the purpose for each search, the outcome, and relevant circumstances. The Inspecting Party shall further include confirmation whether notice of the search was provided to officers of the Host Party prior to the Inspecting Party conducting the search, and whether officers of the Host Party declined to respond, or were unable to respond without undue delay. The Parties shall jointly review the implementation of partial body search authorities pursuant to paragraphs 12 to 16, as necessary, at the Preclearance Consultative Group.

18. If the Host Party Inspection Agency is required by law to ensure that a person is informed of their right and given the opportunity to consult counsel in its territory, the Inspecting Party shall also be required to ensure that, in the same circumstances, a person is informed of their right and given the opportunity to consult counsel when operating in the Host Party territory.

19. The Inspecting Party shall have the right to refer a person to the appropriate authorities in the territory of the Host Party for an intrusive personal search for preclearance purposes, not including a partial body search, to be conducted in a manner consistent with Host Party law.

13. La fouille corporelle partielle visée au paragraphe 12c) est menée, lorsque cela est possible, par un agent de l'organisme d'inspection de la Partie hôte. La Partie inspectrice détient le voyageur jusqu'à l'arrivée de l'agent de l'organisme d'inspection de la Partie hôte et informe cet organisme de la nécessité de procéder à une fouille. Si l'organisme d'inspection de la Partie hôte refuse de procéder à la fouille ou fait savoir qu'il ne peut pas y procéder sans délai indu, ou qu'un agent de l'organisme d'inspection de la Partie hôte ne se présente pas dans le délai raisonnable évoqué, un contrôleur est autorisé à procéder à la fouille.

14. S'agissant des fouilles effectuées conformément au paragraphe 12b) et c), et sous réserve des dispositions du paragraphe 15, l'agent qui procède à la fouille doit être du même sexe que la personne qui en fait l'objet. Si aucun agent de l'organisme d'inspection de la Partie hôte ou contrôleur de même sexe n'est disponible, l'agent de l'organisme d'inspection de la Partie hôte ou le contrôleur a le droit d'autoriser toute personne appropriée du même sexe que la personne fouillée à procéder à la fouille.

15. Les actes posés par les agents en application des paragraphes 12 et 13 relativement à une fouille effectuée sur une personne transgenre ou transsexuelle sont conformes aux politiques de la Partie qui procède à cette fouille.

16. La Partie hôte n'impose pas, relativement aux actes posés par les contrôleurs en application des paragraphes 12 et 13, de normes supérieures aux normes qui s'appliquent aux mêmes actes posés par les agents de l'organisme d'inspection de la Partie hôte sur le territoire de celle-ci.

17. En conformité avec ses lois et politiques, chaque Partie veille à ce que ses agents consignent les motifs de chaque fouille corporelle partielle qu'ils effectuent en application des paragraphes 12 et 13. Chaque Partie fournit, une fois par trimestre, à l'autre Partie un sommaire des fouilles corporelles partielles que ses agents ont effectuées pendant cette période. Ce sommaire énonce notamment les raisons justifiant chaque fouille, son résultat et les circonstances pertinentes. La Partie inspectrice indique de plus si un avis de la fouille a été donné aux agents de la Partie hôte avant que la Partie inspectrice ne procède à celle-ci, et si les agents de la Partie hôte ont refusé d'y répondre, ou n'ont pas été en mesure d'y répondre sans délai indu. Les Parties examinent conjointement, au besoin, la mise en œuvre des pouvoirs relatifs aux fouilles corporelles partielles visés aux paragraphes 12 à 16 dans le cadre du Groupe consultatif sur le précontrôle.

18. Si l'organisme d'inspection de la Partie hôte est légalement tenu de veiller à ce qu'une personne soit informée de son droit et ait l'occasion de demander l'assistance d'un avocat sur son territoire, la Partie inspectrice doit aussi veiller à ce que, dans les mêmes circonstances, une personne soit informée de son droit et ait l'occasion de demander l'assistance d'un avocat lorsque la Partie inspectrice exerce ses activités sur le territoire de la Partie hôte.

19. La Partie inspectrice a le droit de diriger une personne vers les autorités compétentes du territoire de la Partie hôte pour qu'une fouille corporelle envahissante, excluant une fouille corporelle partielle, soit effectuée pour les besoins du processus de précontrôle d'une manière conforme au droit de la Partie hôte.

20. A preclearance officer shall, for the purposes of preclearance, border security and border integrity and in the preclearance perimeter, have the authority to:

- a. inspect, examine and search the exterior of a conveyance destined for the Inspecting Party territory;
- b. inspect, examine, search, and detain goods to be loaded onto a conveyance destined for the Inspecting Party territory;
- c. require that a traveler and goods destined for the Inspecting Party territory return to a preclearance area to ensure that the traveler and goods comply with the preclearance requirements of the Inspecting Party;
- d. require a person to identify himself or herself and answer any questions about his or her purpose in the preclearance perimeter;
- e. following identification, and establishment that a person is a traveler, ask questions to the person for preclearance purposes about himself or herself or his or her goods;
- f. conduct an immediate pat down search (frisk for health and safety) of a person in the preclearance perimeter in accordance with paragraph 12(a); and
- g. detain a person for the purpose of transferring that person to a Host Party law enforcement officer if the preclearance officer has reasonable grounds to believe when in Canada, or reasonably suspects when in the United States, that the person committed an offence under Host Party law.

21. The Inspecting Party may request a Host Party law enforcement officer to escort any traveler, goods, or conveyance back to the preclearance area to facilitate compliance with the requirements of this Agreement.

22. Subject to paragraphs 23 and 24, the Inspecting Party shall permit a traveler to withdraw from the preclearance area or the preclearance process at any time.

23. Prior to a traveler's departure from the preclearance area or the preclearance process following the traveler's decision to withdraw, the preclearance officer, for the purpose of preserving border integrity and border security and provided that any actions undertaken do not cause an unreasonable delay to the traveler, shall be permitted to:

- a. require the traveler to identify him or herself and produce any relevant documentation to that effect;
- b. require the traveler to answer truthfully questions related to that traveler's decision to withdraw and for identification purposes;

20. Les contrôleurs disposent des pouvoirs suivants dans le périmètre de précontrôle aux fins du précontrôle et pour assurer la sécurité aux frontières et l'intégrité de celles-ci :

- a) inspecter, examiner et fouiller l'extérieur d'un moyen de transport à destination du territoire de la Partie inspectrice;
- b) inspecter, examiner, fouiller et retenir des marchandises destinées à être chargées sur un moyen de transport à destination du territoire de la Partie inspectrice;
- c) exiger qu'un voyageur et des marchandises à destination du territoire de la Partie inspectrice retournent dans la zone de précontrôle pour s'assurer que ce voyageur et ces marchandises respectent les exigences de précontrôle de la Partie inspectrice;
- d) exiger qu'une personne s'identifie et réponde à toute question concernant la raison de sa présence dans le périmètre de précontrôle;
- e) à la suite de son identification, et après avoir établi la qualité de voyageur d'une personne, lui poser, aux fins du précontrôle, des questions au sujet d'elle-même ou de ses marchandises;
- f) effectuer une fouille immédiate par palpation (fouille par palpation pour des raisons de santé et sécurité) d'une personne dans le périmètre de précontrôle en conformité avec le paragraphe 12a);
- g) détenir une personne en vue de la remettre à un agent d'application de la loi de la Partie hôte si le contrôleur a des motifs raisonnables de croire au Canada, ou est raisonnablement en droit de soupçonner aux États-Unis, que la personne a commis une infraction au droit de la Partie hôte.

21. La Partie inspectrice peut demander à un agent d'application de la loi de la Partie hôte de reconduire un voyageur, des marchandises ou un moyen de transport jusqu' à la zone de précontrôle dans le but de faciliter l'observation des exigences du présent Accord.

22. Sous réserve des paragraphes 23 et 24, la Partie inspectrice permet à un voyageur de quitter la zone de précontrôle ou de se retirer du processus de précontrôle en tout temps.

23 Avant qu'un voyageur ne quitte la zone de précontrôle ou ne se retire du processus de précontrôle à la suite de sa décision de le faire, le contrôleur est autorisé à prendre les mesures qui suivent aux fins de préserver la sécurité aux frontières et l'intégrité de celles-ci, à la condition que ces mesures ne retardent pas déraisonnablement le voyageur :

- a) exiger que le voyageur s'identifie et présente tout document justificatif pertinent;
- b) exiger que le voyageur réponde honnêtement à des questions concernant sa décision de se retirer et son identité;

- c. record and maintain any information, including a copy of any identification documentation, obtained from the traveler after that traveler's decision to withdraw. That information shall only be used for border integrity and border security purposes, unless otherwise authorized by law. Biometric information shall not be collected from a traveler following a request to withdraw from the preclearance area or the preclearance process unless authorized by Host Party law. If the traveler cannot produce photographic identification from which the traveler's identity can be ascertained, the preclearance officer may obtain a photograph of the traveler for non-biometric use;
- d. conduct an immediate pat down search (frisk for health and safety) to the extent authorized under, and in accordance with, paragraph 12(a);
- e. conduct a non-intrusive inspection of a non-commercial conveyance utilizing inspectional aids which are already deployed in the preclearance area; and
- f. conduct a non-intrusive inspection of a commercial conveyance utilizing inspectional aids which are already deployed in the preclearance area, and to open cargo compartments of that conveyance to conduct a visual inspection of its contents.

24. If a preclearance officer has reasonable grounds to suspect when in Canada, or reasonably suspects when in the United States, that the traveler wishing to withdraw has committed an offence under Host Party Law, the officer may detain the traveler and exercise all authorities under this Article for border integrity and border security purposes.

25. With regard to goods that are examined, inspected, or detained by the Inspecting Party within the preclearance area or within the preclearance perimeter, the Inspecting Party shall transfer to the Host Party without delay any goods that the Host Party has made known explicitly to the Inspecting Party contravene Host Party law regarding importation, exportation, possession, or handling of goods, or that otherwise constitute evidence of an offence under Host Party law.

26. If the Host Party declines to initiate an administrative or judicial action with respect to goods transferred to it under paragraph 25, the Host Party shall, absent good cause, promptly transfer the goods to the Inspecting Party, which may seize and cause the forfeiture of those goods. If the Inspecting Party declines custody of those goods, the Host Party shall dispose of the goods in accordance with the Host Party's applicable law and policy.

27. The Inspecting Party shall ensure that goods that are seized by the Inspecting Party during preclearance are subject to recourse procedures, consistent with the law of the Inspecting Party.

- c) consigner et conserver tout renseignement, y compris une copie de tout document d'identification, obtenu du voyageur après sa décision de se retirer. Ces renseignements peuvent être utilisés uniquement pour assurer la sécurité aux frontières et l'intégrité de celles-ci, à moins que le droit n'en dispose autrement. L'information biométrique ne peut être recueillie auprès d'un voyageur après que celui-ci a demandé à quitter la zone de précontrôle ou à se retirer du processus de précontrôle, à moins que le droit de la Partie hôte ne l'autorise. Si un voyageur n'est pas en mesure de fournir une pièce d'identité photographique permettant de confirmer son identité, le contrôleur peut obtenir une photographie du voyageur à des fins d'utilisation non biométrique;
- d) procéder à une fouille immédiate par palpation (fouille par palpation pour des raisons de santé et sécurité) dans la mesure autorisée par le paragraphe 12a) et en conformité avec celui-ci;
- e) effectuer une inspection non envahissante d'un moyen de transport non commercial en recourant aux aides à l'inspection qui se trouvent déjà dans la zone de précontrôle;
- f) effectuer une inspection non envahissante d'un moyen de transport commercial en recourant aux aides à l'inspection qui se trouvent déjà dans la zone de précontrôle, et ouvrir les conteneurs de fret de ce moyen de transport afin d'effectuer une inspection visuelle de leur contenu.

24. Si un contrôleur a des motifs raisonnables de croire au Canada, ou est raisonnablement en droit de soupçonner aux États-Unis, qu'un voyageur qui désire se retirer a commis une infraction au droit de la Partie hôte, le contrôleur peut détenir le voyageur et exercer tous les pouvoirs prévus au présent article pour assurer la sécurité aux frontières et l'intégrité de celles-ci.

25. S'agissant des marchandises examinées, inspectées ou retenues par la Partie inspectrice à l'intérieur de la zone de précontrôle ou du périmètre de précontrôle, la Partie inspectrice transfère sans attendre à la Partie hôte toutes les marchandises dont elle est expressément informé par cette dernière qu'elles contreviennent au droit de la Partie hôte en matière d'importation, d'exportation, de possession ou de manutention des marchandises, ou qui constituent par ailleurs des éléments de preuve de la commission d'une infraction au droit de la Partie hôte.

26. Si la Partie hôte refuse d'introduire une procédure administrative ou judiciaire concernant des marchandises qui lui ont été transférées conformément au paragraphe 25, elle les transfère promptement, à moins de motif valable, à la Partie inspectrice, qui peut les saisir et procéder à leur confiscation. Si la Partie inspectrice refuse de prendre les marchandises sous sa garde, la Partie hôte s'en départit conformément à son droit et à ses politiques applicables.

27. La Partie inspectrice veille à ce que les marchandises qu'elle saisit pendant le précontrôle puissent faire l'objet de procédures de recours en conformité avec son droit.

28. The Host Party shall secure and dispose of any illicit or illicitly trafficked biological, radiological or nuclear materials, or other items that may pose a risk to public health and safety, which are detected during preclearance screening of conveyances, persons or goods, according to protocols developed with the assistance of the Inspecting Party.

29. The Inspecting Party shall, in accordance with the procedures established by the Host Party, dispose of goods that are abandoned in the preclearance area, with the exception of the materials and items referred to in paragraph 28.

30. The Host Party shall ensure that all in-transit travelers and goods undergo appropriate security screening in the territory of the Host Party prior to entering the preclearance area.

31. The Inspecting Party shall consider providing priority queuing for the purposes of inspection in the territory of the Inspecting Party to any flight, for reasons beyond the control of the carrier, that is diverted to or post-cleared in the territory of the Inspecting Party.

32. At locations where the facility is owned or managed by a Party:

- a. where preclearance officers are permitted to carry a firearm, the Inspecting Party, in coordination with the Host Party, shall make arrangements with the police of jurisdiction to facilitate a timely law enforcement response to requests for assistance from the Inspecting Party; and
- b. where preclearance officers are not authorized under this Agreement to carry firearms, the Host Party shall ensure a continuous presence by armed law enforcement officers from the territory of the Host Party, during the Inspecting Party's hours of operation at that location.

Article VII

Costs and Fees

1. The Inspecting Party shall be responsible for its personnel and operations costs, including:

- a. salaries and benefits of its preclearance officers; and
- b. the purchase, inspection, and maintenance of equipment and technology necessary to meet its inspection procedures, requirements or regulations, and the personal safety equipment of its preclearance officers.

2. The Inspecting Party may collect any user fees normally applied by the Inspecting Party in the territory of the Inspecting Party.

28. La Partie hôte met en lieu sûr et élimine toute matière biologique, radiologique ou nucléaire illicite ou ayant fait l'objet d'un trafic illicite, ou tout autre article pouvant poser un risque à la santé et à la sécurité publiques, qui sont découverts lors du contrôle de précontrôle de moyens de transport, de personnes ou de marchandises, et ce, conformément aux protocoles élaborés avec l'assistance de la Partie inspectrice.

29. La Partie inspectrice se départit, conformément aux procédures établies par la Partie hôte, des marchandises abandonnées dans la zone de précontrôle, à l'exception des matières et des articles visés au paragraphe 28.

30. La Partie hôte veille à ce que tous les voyageurs et marchandises en transit fassent l'objet d'un contrôle de sécurité adéquat sur son territoire avant d'entrer dans la zone de précontrôle.

31. La Partie inspectrice examine l'opportunité d'offrir une mise en file d'attente prioritaire aux fins d'inspection, sur son territoire, de tout vol qui, pour des raisons indépendantes de la volonté du transporteur, est dérouté vers le territoire de la Partie inspectrice ou fait l'objet d'un postcontrôle sur ce territoire.

32. Aux postes où les installations appartiennent à une Partie ou sont gérées par une Partie :

- a) si les contrôleurs sont autorisés à porter une arme à feu, la Partie inspectrice prend, en coordination avec la Partie hôte, des arrangements avec le service de police compétent en vue de faciliter une intervention opportune des forces d'application de la loi pour répondre aux demandes d'assistance de la Partie inspectrice;
- b) si les contrôleurs ne sont pas autorisés à porter des armes à feu en vertu du présent Accord, la Partie hôte veille à ce que des agents d'application de la loi armés de son territoire soient présents en permanence pendant les heures de service de la Partie inspectrice au poste concerné.

Article VII

Coûts et frais

1. La Partie inspectrice prend en charge ses frais de personnel et ses coûts d'exploitation, incluant :

- a) les salaires et avantages sociaux de ses contrôleurs;
- b) l'achat, l'inspection et l'entretien de l'équipement et de la technologie nécessaires à l'observation de ses procédures, exigences ou règlements en matière d'inspection, ainsi que de l'équipement de protection individuelle de ses contrôleurs.

2. La Partie inspectrice peut percevoir toute redevance d'usage qu'elle applique normalement sur son territoire.

3. For preclearance services performed at a facility owned or operated by a private facility operator and not by either the Inspecting Party or the Host Party, including facilities where the Host Party and Inspecting Party are co-located, a Party shall not bear the facility or maintenance costs associated with the performance of preclearance services at that location.

4. Notwithstanding any other Article in this Agreement, for preclearance services performed at a facility owned or operated by the Host Party where preclearance officers are located in a facility in which Host Party officers are also located, the Inspecting Party shall bear the costs of the initial expenses necessary to begin performing preclearance services at that location. For the purposes of this Article, initial expenses are defined as those expenses necessary to allow the Inspecting Party to occupy space in the Host Party facility, including expansion and modification of physical infrastructure and information technology related improvements. After incurring the costs of all initial expenses, the Inspecting Party shall be responsible for a proportional share of facility and maintenance costs for the duration of time when the Inspecting Party performs preclearance services at the Host Party facility.

5. At preclearance locations within the territory of the Host Party where the Inspecting Party performs preclearance services at facilities owned by the Inspecting Party and not by a private facility operator or the Host Party, the Inspecting Party shall bear all facility and maintenance costs for the duration of time that preclearance services are performed at that location.

6. In the event that a Party's law requires a person to have access to counsel during preclearance operations, the other Party shall not be responsible for the costs associated with that requirement. The Party whose law requires access to counsel shall only be responsible for those costs to the extent required under that Party's law.

Article VIII

Information

1. The Inspecting Party shall ensure that information collected by preclearance officers during preclearance operations shall be treated in accordance with the applicable laws and policies of the Inspecting Party, including those that provide for the protection of personal data against inappropriate access, use or disclosure. The information collection activities of the Inspecting Party during preclearance operations in the territory of the Host Party are also subject to the independent review and oversight of the appropriate agencies and entities of the Inspecting Party, including those charged with the protection of privacy and civil liberties.

3. Lorsque les services de précontrôle sont rendus dans une installation qui appartient à un exploitant privé ou qui est exploitée par un tel exploitant, et non par la Partie inspectrice ou la Partie hôte, y compris dans une installation qui accueille à la fois la Partie hôte et la Partie inspectrice, aucune des Parties ne supporte les coûts de l'installation ou les frais d'entretien liés à la prestation des services de précontrôle au poste concerné.
4. Malgré toute autre disposition du présent Accord, lorsque les services de précontrôle sont rendus dans une installation qui appartient à la Partie hôte ou qui est exploitée par celle-ci, et qui accueille à la fois les contrôleurs et les agents de la Partie hôte, la Partie inspectrice prend en charge les dépenses initiales nécessaires pour commencer à fournir des services de précontrôle au poste concerné. Pour l'application du présent article, les dépenses initiales désignent les dépenses nécessaires pour permettre à la Partie inspectrice d'occuper les lieux dans l'installation de la Partie hôte, y compris pour élargir et modifier l'infrastructure matérielle et pour apporter des améliorations en matière de technologies de l'information. Après avoir pris en charge l'ensemble des dépenses initiales, la Partie inspectrice prend en charge une part proportionnelle des coûts de l'installation et des frais d'entretien pendant la période durant laquelle elle rend des services de précontrôle dans l'installation de la Partie hôte.
5. Lorsque la Partie inspectrice rend des services de précontrôle à des postes de précontrôle situés sur le territoire de la Partie hôte dans des installations qui appartiennent à la Partie inspectrice et non à un exploitant privé ou à la Partie hôte, la Partie inspectrice prend en charge l'ensemble des coûts de l'installation et des frais d'entretien pendant la période durant laquelle les services de précontrôle sont rendus au poste concerné.
6. Si le droit d'une Partie exige qu'une personne ait accès à un avocat pendant le précontrôle, l'autre Partie n'est pas tenue de prendre en charge les coûts liés au respect de cette exigence. La Partie dont le droit exige l'accès à un avocat est tenue de prendre en charge ces coûts uniquement dans la mesure prescrite par le droit en question.

Article VIII

Renseignements

1. La Partie inspectrice fait en sorte que les renseignements recueillis par les contrôleurs pendant le précontrôle soient traités conformément aux lois et politiques applicables de la Partie inspectrice, y compris celles qui protègent les données personnelles contre un accès, une utilisation ou une communication inappropriés. Les activités de collecte de renseignements menées par la Partie inspectrice pendant le précontrôle sur le territoire de la Partie hôte font également l'objet d'un examen et d'une surveillance indépendants par les organismes et entités compétents de la Partie inspectrice, incluant ceux qui sont responsables de la protection de la vie privée et des libertés civiles.

2. Information pertaining to preclearance operations, including statistical information, and information necessary for the purpose of assisting the Host Party in the administration and enforcement of its laws, may be requested by a Party from the other Party pursuant to applicable agreements and arrangements, or as otherwise authorized pursuant to their respective domestic laws and policies. If necessary, the Parties may enter into additional information-sharing arrangements or agreements to facilitate sharing of that information, taking into account the application of the Privacy Principles, as appropriate.

Article IX

Joint Commitments

1. The Parties shall jointly establish standard operating procedures for resolving specified operational incidents that require a response by both Parties, such as a positive alarm from an inspectional aid.
2. The Host Party shall provide training that the Parties jointly deem necessary for preclearance officers regarding Host Party law pertaining to preclearance. The Parties shall ensure that, to the extent practicable, each preclearance officer completes that training prior to deployment at a preclearance facility in the territory of the Host Party. That training must be completed no later than 60 days after the date of that deployment.
3. The Inspecting Party shall ensure that the Host Party is advised of the identity of any preclearance officer assigned to the territory of the Host Party, the preclearance location to which that officer is assigned, the date of that officer's arrival, the estimated date of that officer's departure, and any relevant information required pursuant to Article VI(8), before the preclearance officer is deployed.
4. The Host Party shall provide a preclearance officer with documentation that indicates that the preclearance officer is subject to the provisions of Article X and that the preclearance officer is entitled to carry regulated items pursuant to Article VI(8). The Host Party shall also provide appropriate documentation to a preclearance officer and any other person who enjoys the benefits of Article XI.
5. The Parties shall jointly establish plans for business continuity of preclearance operations for each preclearance location.
6. The Inspecting Party shall provide all reasonable assistance to the Host Party response to any act which may constitute an offence under the Host Party's law allegedly committed by a person that is detected in the preclearance area or preclearance perimeter during preclearance. This provision does not apply to conduct by preclearance officers, which is the subject of Article X.

2. Les renseignements relatifs aux activités de précontrôle, y compris les données statistiques, et les renseignements nécessaires pour aider la Partie hôte dans l'administration et l'application de ses lois, peuvent être demandés par une Partie à l'autre Partie en vertu d'accords et d'arrangements applicables, ou conformément à ce qui est par ailleurs autorisé par les lois et politiques nationales respectives des Parties. Au besoin, les Parties peuvent conclure des arrangements ou accords additionnels en matière d'échange de renseignements pour faciliter l'échange des renseignements précités, en tenant compte de l'application des Principes en matière de protection de la vie privée, s'il y a lieu.

Article IX

Engagements conjoints

1. Les Parties établissent conjointement des procédures opérationnelles normalisées pour la résolution des incidents opérationnels spécifiques qui exigent une intervention des deux Parties, comme le déclenchement d'une alarme positive par une aide à l'inspection.
2. La Partie hôte dispense aux contrôleurs la formation jugée nécessaire par les deux Parties sur le droit de la Partie hôte concernant le précontrôle. Les Parties font en sorte que, dans la mesure du possible, chaque contrôleur achève cette formation avant d'être déployé dans une installation de précontrôle située sur le territoire de la Partie hôte. Cette formation doit avoir été achevée au plus tard 60 jours suivant la date de ce déploiement.
3. La Partie inspectrice fait en sorte que la Partie hôte soit informée, avant le déploiement de celui-ci, de l'identité de tout contrôleur affecté au territoire de la Partie hôte, du poste de précontrôle auquel ce contrôleur est affecté, de la date de son arrivée, de la date prévue de son départ et de tout autre renseignement pertinent requis en vertu de l'article VI(8).
4. La Partie hôte fournit aux contrôleurs des documents les informant qu'ils sont assujettis aux dispositions de l'article X et qu'ils sont autorisés à porter des articles contrôlés en vertu de l'article VI(8). La Partie hôte fournit également la documentation appropriée aux contrôleurs et à toute autre personne bénéficiant de l'application de l'article XI.
5. Les Parties établissent conjointement des plans de continuité des activités de précontrôle pour chacun des postes de précontrôle.
6. La Partie inspectrice apporte toute l'assistance raisonnable pour aider la Partie hôte à faire face à tout acte susceptible de constituer une infraction au droit de la Partie hôte reproché une personne détecté dans la zone de précontrôle ou dans le périmètre de précontrôle pendant le précontrôle. La présente disposition ne s'applique pas au comportement des contrôleurs, lequel est visé par l'article X.

Article X

Protections and Accountabilities

1. This Article generally recognizes the existence of shared jurisdiction between the Inspecting Party and the Host Party over any offence committed by preclearance officers while in the territory of the Host Party and establishes a framework for determining which Party has primary jurisdiction over that offence.
2. Preclearance officers shall enjoy immunity from the civil and administrative jurisdiction of the Host Party with respect to an act or omission in the performance of official duties, which includes an act or omission in the course and scope of official duties.
3. A civil action in respect of anything that is, or is purported to be, done or omitted in the performance of official duties by preclearance officers may be brought against the United States to the extent the United States is not immune under the Canadian State Immunity Act. Defenses available under Canadian and provincial law, including procedural and substantive defenses, shall remain available to the United States.
4. A civil action in respect of anything that is, or is purported to be, done or omitted in the performance of official duties by preclearance officers may be brought against Canada to the extent Canada is not immune under the U.S. Foreign Sovereign Immunities Act. Defenses available under U.S. federal and state law, including procedural and substantive defenses, shall remain available to Canada.
5. A Party shall notify the other as soon as practicable if it reasonably considers that an act or omission of one or more of its preclearance officers constitutes an offence under the law of the Host Party.
6. The Host Party shall promptly notify the Inspecting Party of the arrest of any preclearance officer that occurs in the territory of the Host Party.
7. The Inspecting Party shall have the right to exercise exclusive criminal and disciplinary jurisdiction over acts or omissions of a preclearance officer that are punishable by the law of the Inspecting Party but not by the law of the Host Party.
8. The Host Party shall have the right to exercise exclusive criminal jurisdiction over acts or omissions of a preclearance officer that are punishable by the law of the Host Party but not by the law of the Inspecting Party.
9. Except as otherwise provided in this Article, the Inspecting Party shall have the right to exercise primary criminal jurisdiction over acts or omissions of a preclearance officer in the performance of official duties. If the Inspecting Party exercises jurisdiction, the preclearance officer shall not be amenable to the jurisdiction of the Host Party in respect of those acts. In determining whether an act was done or omitted in the performance of official duties, the Inspecting Party shall consider the time the act occurred, the location where the act took place, whether the act or omission occurred while the preclearance officer was on-duty or otherwise performing official functions or services, and whether the act or omission was related to the nature of activities or otherwise facilitated activities undertaken pursuant to this Agreement.

Article X

Protections et responsabilités

1. Le présent article reconnaît de façon générale l'existence d'une juridiction partagée entre la Partie inspectrice et la Partie hôte à l'égard de toute infraction commise par des contrôleurs sur le territoire de la Partie hôte, et établit un cadre pour déterminer quelle Partie à priorité de juridiction à l'égard d'une telle infraction.
2. Les contrôleurs jouissent de l'immunité de la juridiction civile et administrative de la Partie hôte sur les actes ou omissions survenus dans l'exercice de leurs fonctions officielles, y compris les actes ou omissions entrant dans le cadre et les limites de ces fonctions.
3. Une action civile peut être intentée contre les États-Unis relativement à tout acte ou omission survenu, ou prétendument survenu, dans le cadre de l'exercice des fonctions officielles des contrôleurs, dans la mesure où les États-Unis ne bénéficient pas de l'immunité prévue par la *Loi sur l'immunité des États* du Canada. Les États-Unis peuvent cependant se prévaloir des moyens de défense prévus par le droit fédéral et provincial canadien, y compris des moyens procéduraux et de fond.
4. Une action civile peut être intentée contre le Canada relativement à tout acte ou omission survenu, ou prétendument survenu, dans le cadre de l'exercice des fonctions officielles des contrôleurs, dans la mesure où le Canada ne bénéficie pas de l'immunité prévue par la *Foreign Sovereign Immunities Act* des États-Unis. Le Canada peut cependant se prévaloir des moyens de défense prévus par le droit fédéral américain et le droit des États américains, y compris des moyens procéduraux et de fond.
5. Une Partie informe l'autre Partie dès que possible si elle estime raisonnablement qu'un acte ou une omission d'un ou plusieurs de ses contrôleurs constitue une infraction au regard du droit de la Partie hôte.
6. La Partie hôte informe promptement la Partie inspectrice de toute arrestation d'un contrôleur survenant sur le territoire de la Partie hôte.
7. La Partie inspectrice a le droit d'exercer une juridiction exclusive en matière pénale et disciplinaire sur les actes ou omissions d'un contrôleur qui sont punissables en vertu du droit de la Partie inspectrice, mais qui ne le sont pas en vertu du droit de la Partie hôte.
8. La Partie hôte a le droit d'exercer une juridiction exclusive en matière pénale sur les actes ou omissions d'un contrôleur qui sont punissables en vertu du droit de la Partie hôte, mais qui ne le sont pas en vertu du droit de la Partie inspectrice.
9. Sauf disposition contraire du présent article, la Partie inspectrice a le droit d'exercer la priorité de juridiction en matière pénale sur les actes ou omissions d'un contrôleur dans l'exercice des fonctions officielles. Si la Partie inspectrice exerce sa juridiction, le contrôleur ne peut répondre des actes en question devant la juridiction de la Partie hôte. Pour déterminer si l'acte a été posé ou omis dans l'exercice des fonctions officielles, la Partie inspectrice tient compte du moment et de l'endroit où l'acte est survenu, de la question de savoir si l'acte ou l'omission a eu lieu pendant que le contrôleur était en service ou qu'il s'acquittait d'une autre manière de fonctions ou de services officiels, et de la question de savoir si l'acte ou l'omission était lié à la nature des activités entreprises au titre du présent Accord ou facilitait d'une autre manière ces dernières.

10. Notwithstanding paragraph 9, where the Inspecting Party exercises primary jurisdiction and decides not to, or is unable to, prosecute a preclearance officer, the Host Party shall have the right to exercise concurrent jurisdiction by seeking to extradite the preclearance officer, or in the event that the preclearance officer voluntarily returns to the territory of the Host Party. Before seeking to exercise jurisdiction in those cases, the Host Party shall notify the Inspecting Party which may assert its right to request consultations. The Host Party shall not seek extradition of such a preclearance officer over whom it retains jurisdiction from a third country or otherwise attempt or take action which interferes with the preclearance officer's international travel without the consent of the Inspecting Party. This Article does not limit or otherwise affect the rights and obligations of the Parties under the *Extradition Treaty between Canada and the United States of America*, done at Washington on 3 December 1971, and the protocols thereto.

11. The Host Party shall have the right to exercise primary criminal jurisdiction over acts or omissions of a preclearance officer that occur outside the performance of official duties, including acts or omissions that occur while the preclearance officer is commuting to or from work prior to the beginning of or following the conclusion of regular or extended work hours, and any other acts or omissions that occur outside of these hours, unless the acts or omissions are directly related to facilitating activities undertaken pursuant to this Agreement.

12. Notwithstanding paragraph 9, if the Inspecting Party determines that the underlying act or omission supports a criminal charge under the Inspecting Party's law for the specific offences of terrorism, murder, or aggravated sexual assault, the Inspecting Party shall notify the Host Party and, upon request by the Host Party, the Inspecting Party shall waive its right to exercise primary criminal jurisdiction. In order to assist the Inspecting Party in making a determination of whether an act or omission supports a criminal charge as described in this paragraph, the Host Party may provide the Inspecting Party with investigatory or other information, including whether the act or omission could constitute an offence under Host Party law. When that information is provided, the Inspecting Party shall take account of the information, as appropriate.

13. At the request of the Host Party, if a case involves death, grievous bodily harm, or sexual assault involving reasonable fear of death or serious bodily injury, and if the Inspecting Party exercises its right to primary jurisdiction, the Inspecting Party shall ensure that the matter is reviewed by the appropriate prosecutorial authorities in accordance with the Inspecting Party's domestic law, practice, and procedure.

14. The Inspecting Party exercises primary jurisdiction by providing the Host Party with written notification. The written notification shall detail the basis for the exercise of primary jurisdiction. Subject to the procedures set forth in paragraphs 15 through 17 of this Article, as applicable, providing a notification that the Inspecting Party exercises primary jurisdiction shall vest primary jurisdiction with the Inspecting Party.

15. If the Party possessing the right to exercise primary jurisdiction decides not to exercise its jurisdiction, it shall notify the authorities of the other Party as soon as practicable. If a Party waives the right to exercise primary jurisdiction, the other Party may exercise jurisdiction at its discretion.

10. Malgré les dispositions du paragraphe 9, si la Partie inspectrice exerce la priorité de juridiction et qu'elle décide de ne pas poursuivre un contrôleur, ou n'est pas en mesure de le faire, la Partie hôte a le droit d'exercer sa juridiction concurrente soit en cherchant à obtenir l'extradition du contrôleur, soit si celui-ci retourne sur le territoire de la Partie hôte de son plein gré. Avant de procéder à l'exercice de sa juridiction dans ces cas, la Partie hôte en informe la Partie inspectrice, qui peut faire valoir son droit de demander des consultations. La Partie hôte s'abstient de chercher à obtenir d'un pays tiers l'extradition d'un contrôleur qui relève de sa juridiction, ou de prendre d'autres mesures pour entraver ou tenter d'entraver les déplacements internationaux de ce contrôleur sans le consentement préalable de la Partie inspectrice. Le présent article n'a pas pour effet de limiter ou de modifier de toute autre manière les droits et obligations des Parties en vertu du *Traité d'extradition entre le Canada et les États-Unis d'Amérique*, fait à Washington le 3 décembre 1971, et des protocoles s'y rapportant.

11. La Partie hôte a le droit d'exercer la priorité de juridiction en matière pénale sur les actes ou omissions des contrôleurs qui surviennent en dehors de l'exercice des fonctions officielles, y compris les actes ou omissions survenant pendant que le contrôleur se rend au travail ou en revient avant le début ou après la fin des heures de service normales ou prolongées, et sur tout autre acte ou omission survenant en dehors de ces heures, à moins que les actes ou omissions soient directement liés à la facilitation d'activités entreprises au titre du présent Accord.

12. Malgré les dispositions du paragraphe 9, si la Partie inspectrice décide que l'acte ou l'omission reproché est passible de poursuites pénales sous le régime du droit de la Partie inspectrice pour les infractions particulières de terrorisme, de meurtre ou d'agression sexuelle grave, la Partie inspectrice en informe la Partie hôte et, sur demande de celle-ci, la Partie inspectrice renonce à son droit d'exercer la priorité de juridiction en matière pénale. Pour aider la Partie inspectrice à décider si l'acte ou l'omission est passible des poursuites pénales visées au présent paragraphe, la Partie hôte peut fournir à la Partie inspectrice des renseignements issus de l'enquête ou autres, y compris au sujet de la question de savoir si l'acte ou l'omission pourrait constituer une infraction au regard du droit de la Partie hôte. Lorsque ces renseignements sont fournis, la Partie inspectrice en tient compte, s'il y a lieu.

13. Sur demande de la Partie hôte, dans les affaires où l'on est en présence d'un décès, d'un préjudice physique grave ou d'une agression sexuelle donnant lieu à une crainte raisonnable de mort ou de préjudice physique grave, et où la Partie inspectrice exerce la priorité de juridiction, la Partie inspectrice veille à ce que l'affaire soit examinée par les autorités compétentes en matière de poursuites conformément à son droit, à ses pratiques et à ses procédures internes.

14. La Partie inspectrice exerce la priorité de juridiction en transmettant à la Partie hôte un avis écrit à cet effet. L'avis écrit expose en détail le fondement de l'exercice de la priorité de juridiction. Sous réserve de la procédure applicable énoncée aux paragraphes 15 à 17 du présent article, la transmission de l'avis indiquant que la Partie inspectrice exerce la priorité de juridiction confère cette juridiction à la Partie inspectrice.

15. Si la Partie qui a le droit d'exercer la priorité de juridiction décide de ne pas exercer celle-ci, elle en informe les autorités de l'autre Partie dès que possible. Si une Partie renonce à son droit d'exercer la priorité de juridiction, l'autre Partie peut exercer la juridiction à sa discrétion.

16. The Party possessing primary jurisdiction shall give sympathetic consideration to a request from the other Party for a waiver of its right to exercise primary jurisdiction in cases where the other Party considers that waiver to be of particular importance. Both Parties have the discretion to affirmatively request sympathetic consideration in any case, whether or not the other Party intends to exercise its right of primary jurisdiction. In considering whether to waive its right to exercise primary jurisdiction, a Party may consider factors, including: the nature and severity of the offence; the impact on any victims; whether the offence was committed solely against a preclearance officer or the Inspecting Party's property; the nature and location of the evidence; and, if there are multiple suspects from both the Inspecting Party and the Host Party, whether the offences should be tried in the same venue in the interest of judicial economy.

17. Either Party may request consultations regarding the exercise of primary jurisdiction in any particular case. That request may occur prior to or following the exercise of primary jurisdiction. If either Party requests consultations prior to the exercise of primary jurisdiction, the Parties shall consult as soon as practicable regarding the exercise of primary jurisdiction. Once a Party makes a request, consultations shall occur in accordance with this paragraph.

- a. On the entry into force of this Agreement, the U.S., through its Department of Homeland Security and Canada, through its Department of Public Safety, shall each designate a representative or representatives to serve as the primary point of contact for consultations. These designated representatives shall facilitate expeditious and informed consultations regarding the exercise of primary jurisdiction in a particular case. Once a request for consultation is submitted for a particular case, the Parties, through their designated representative(s), shall select a mutually acceptable time and date for the consultations.
- b. The consultations assist both Parties to understand the facts surrounding the exercise of primary jurisdiction and the unique interests of each Party regarding the potential exercise of jurisdiction. Further, the consultations serve as a mechanism for discussions on specific cases in which either Party may have an interest in seeking jurisdiction. Consultations serve as a forum in which to discuss facts, legal authorities, and other relevant information, as appropriate.
- c. Except in cases involving a request by the Host Party pursuant to paragraph 13, should either representative notify the other that it is not satisfied with the progress of the consultation for a particular case, the representatives may seek additional consultation through their diplomatic channels. The Party seeking to exercise jurisdiction shall take any recommendations made via the diplomatic consultations into account when, in its sole discretion, it makes a final determination regarding the exercise of jurisdiction.

16. La Partie ayant la priorité de juridiction examine avec bienveillance toute demande présentée par l'autre Partie pour qu'elle renonce à son droit d'exercer cette priorité dans les affaires où cette renonciation revêt une importance particulière pour l'autre Partie. Les deux Parties ont le pouvoir discrétionnaire de demander expressément un examen bienveillant de n'importe quelle affaire, que l'autre Partie ait ou non l'intention d'exercer sa priorité de juridiction. Au moment de décider de renoncer ou non au droit d'exercer sa priorité de juridiction, une Partie peut tenir compte de facteurs incluant la nature et la gravité de l'infraction; les conséquences sur les victimes, le cas échéant; la question de savoir si l'infraction a visé uniquement un contrôleur ou des biens de la Partie inspectrice; la nature et l'emplacement des éléments de preuve; et, si l'on est en présence de multiples suspects de la Partie inspectrice et de la Partie hôte, la question de savoir si les infractions devraient être instruites ensemble dans l'intérêt de l'économie des ressources judiciaires.

17. Chacune des Parties peut demander des consultations concernant l'exercice de la priorité de juridiction dans toute affaire donnée. Cette demande peut être formulée avant ou après l'exercice de la priorité de juridiction. Si l'une ou l'autre Partie demande des consultations avant l'exercice de la priorité de juridiction, les Parties se consultent dès que possible au sujet de cet exercice. Une fois qu'une Partie demande des consultations, celles-ci se déroulent conformément aux dispositions du présent paragraphe.

- a) Lors de l'entrée en vigueur du présent Accord, les États-Unis, par l'intermédiaire de leur département de la Sécurité intérieure, et le Canada, par l'intermédiaire de son ministère de la Sécurité publique, désignent respectivement un ou plusieurs représentants chargés d'agir à titre de personnes ressources principales aux fins des consultations. Ces représentants désignés facilitent la tenue de consultations rapides et éclairées au sujet de l'exercice de la priorité de juridiction dans une affaire donnée. Dès qu'une demande de consultations est formulée à l'égard d'une affaire donnée, les Parties, par l'intermédiaire de leur(s) représentante(s) désigné(s), choisissent une date et heure mutuellement acceptables pour la tenue des consultations.
- b) Les consultations aident les deux Parties à comprendre les faits entourant l'exercice de la priorité de juridiction et les intérêts uniques de chacune des Parties en ce qui a trait à l'exercice éventuel de la juridiction. De plus, les consultations servent de mécanisme de discussion au sujet d'affaires particulières dans lesquelles l'une ou l'autre Partie pourrait avoir intérêt à chercher à exercer la juridiction. Les consultations servent de tribune pour discuter des faits, des fondements juridiques et d'autres informations pertinentes, s'il y a lieu.
- c) À l'exception des affaires donnant lieu à une demande de la Partie hôte au titre du paragraphe 13, si l'un des représentants informe son homologue de son insatisfaction quant à l'évolution du processus de consultation dans une affaire donnée, les représentants peuvent demander des consultations additionnelles par les voies diplomatiques à leur disposition. La Partie qui cherche à exercer la juridiction tient compte de toute recommandation formulée dans le cadre des consultations diplomatiques au moment de prendre, à sa seule discrétion, une décision définitive concernant l'exercice de la juridiction.

18. The Parties shall cooperate in criminal matters as follows:
- a. the Parties shall, consistent with their respective laws, regulations, and policies assist each other in the arrest of a preclearance officer and in the transfer of the preclearance officer to the custody of the Party that exercises primary jurisdiction in accordance with this Article.
 - b. to the extent permitted by their respective laws and policies, and pursuant to applicable agreements and arrangements, the Parties shall fully cooperate in providing information and testimony that may be needed in any investigation and subsequent prosecution or other proceeding resulting from an alleged offence covered by this Article. Cooperation may include:
 - (i) using best efforts to facilitate a request by the other Party to provide any relevant information in the Party's possession or control; and
 - (ii) using best efforts to facilitate the availability and appearance of the preclearance officer, law enforcement officers, or witnesses for testimony relevant to any prosecution or proceeding resulting from an alleged offence covered by this Article.
 - c. this Article does not limit or otherwise affect the rights or obligations of the Parties under other international agreements between them that govern cooperation and mutual assistance in the investigation, prosecution and suppression of crime, including the *Treaty between the Government of Canada and the Government of the United States of America on Mutual Legal Assistance in Criminal Matters*, done at Quebec City on 18 March 1985.
19. A preclearance officer who is tried and convicted after an exercise of jurisdiction in accordance with this Article may not be tried again for the same offence by the authorities of the other Party. A preclearance officer who is tried and acquitted by the Host Party following the exercise of jurisdiction may be prosecuted by the Inspecting Party for the same offence particularly if there is new or additional information. However, the terms set out in this paragraph do not prevent the authorities of the Inspecting Party from taking disciplinary or administrative action against a preclearance officer for any violation of rules of discipline arising from an act or omission that constitutes an offence for which that preclearance officer is tried by the Host Party.
20. A Party that prosecutes an offence arising under this Agreement shall not impose or, if imposed, shall not execute the death penalty if the law of the other Party does not permit that punishment for that offence.
21. The Parties or their designated representatives may enter into implementing arrangements to carry out the provisions of this Article.

18. Les Parties coopèrent de la façon suivante dans les affaires pénales :

- a) Dans le respect de leurs lois, règlements et politiques respectifs, les Parties se prêtent mutuellement assistance lors de l'arrestation d'un contrôleur et du transfert de celui-ci sous la garde de la Partie qui exerce la priorité de juridiction en vertu du présent article.
- b) Dans la mesure permise par leurs lois et politiques respectives, et conformément aux accords et aux arrangements applicables, les Parties coopèrent pleinement pour fournir les renseignements et témoignages qui pourraient s'avérer nécessaires dans le cadre de toute enquête et poursuite subséquente ou autre procédure résultant d'une infraction présumée visée par le présent article. La coopération peut comprendre le fait de :
 - (i) mettre tout en œuvre pour faciliter l'exécution de la demande de l'autre Partie visant à obtenir tout renseignement pertinent sous le contrôle ou en la possession de la Partie;
 - (ii) mettre tout en œuvre pour faciliter la disponibilité et la comparution du contrôleur, des agents d'application de la loi ou des témoins, pour qu'ils puissent fournir les témoignages pertinents aux fins de toute poursuite ou procédure résultant d'une infraction présumée visée par le présent article.
- c) Le présent article n'a pas pour effet de restreindre ou de modifier de toute autre manière les droits ou obligations des Parties en vertu d'autres accords internationaux conclus entre elles qui régissent la coopération et l'entraide en matière d'enquêtes, de poursuites et de lutte contre la criminalité, y compris du *Traité d'entraide juridique en matière pénale entre le Gouvernement du Canada et le Gouvernement des États-Unis d'Amérique*, fait à Québec le 18 mars 1985.

19. Un contrôleur jugé et reconnu coupable à la suite de l'exercice de la juridiction en conformité avec le présent article ne peut être jugé de nouveau pour la même infraction par les autorités de l'autre Partie. Un contrôleur jugé et acquitté par la Partie hôte à la suite de l'exercice de la juridiction peut être poursuivi par la Partie inspectrice pour la même infraction, en particulier si l'on est en présence de renseignements nouveaux ou additionnels. Cependant, les dispositions du présent paragraphe n'ont pas pour effet d'empêcher les autorités de la Partie inspectrice de prendre des mesures disciplinaires ou administratives à l'égard d'un contrôleur en cas de violation des règles de discipline découlant d'un acte ou d'une omission qui constitue une infraction pour laquelle ce contrôleur est jugé par la Partie hôte.

20. Une Partie qui intente des poursuites pour une infraction visée par le présent Accord n'impose pas ou, si elle a été imposée, ne met pas à exécution, la peine de mort si le droit de l'autre Partie n'autorise pas cette peine pour cette infraction.

21. Les Parties ou leurs représentants désignés peuvent conclure des arrangements de mise en œuvre pour mettre en application les dispositions du présent article.

22. Parties shall establish a Council chaired by senior representatives of U.S. Department of Homeland Security and Public Safety Canada. The Council shall also include senior representatives from U.S. Department of Justice, Justice Canada, U.S. Department of State, and Foreign Affairs, Trade and Development Canada. The Council shall meet on a regular basis to discuss procedural issues related to the implementation of this Article, including issues related to the exercise of primary jurisdiction, requests for waivers of primary jurisdiction, and cooperation in arrests and investigations. The Council shall report on the disposition of cases subject to this Article and may recommend best practices and provisions for inclusion into implementing arrangements to carry out this Article.

23. The Host Party shall have the right to require the removal of a preclearance officer who abuses his official position from preclearance operations in the territory of the Host Party.

Article XI

Benefits for Preclearance Officers, Dependents, and Support Personnel

1. The Host Party shall provide Inspecting Party preclearance officers and personnel working in support of preclearance operations with employment authorizations.
2. The Host Party shall provide Inspecting Party preclearance officers and personnel working in support of preclearance operations and their accompanying family dependents, for the duration of their assignment in its territory, with tax-free and duty-free benefits with respect to the payment of federal excise duties and taxes, and customs duties on goods for personal consumption, in reasonable quantities brought into the Host Party territory.
3. The Host Party shall ensure that Inspecting Party preclearance officers and personnel working in support of preclearance operations and their accompanying family dependents are exempted from processing fees associated with a study permit or employment authorization application.
4. Except for paragraph 1, this Article shall only apply to a person authorized by the Inspecting Party to reside in the Host Party's territory.
5. This Article shall not apply to persons who are permanently resident in the territory of the Host Party.

Article XII

Consultations

1. The Inspecting Party shall attempt to resolve local operational issues through consultation with affected stakeholders, as appropriate.

22. Les Parties instituent un Conseil présidé par des hauts fonctionnaires du département de la Sécurité intérieure des États-Unis et de Sécurité publique Canada. Le Conseil comprend également des hauts fonctionnaires du département de la Justice des États-Unis, du ministère de la Justice du Canada, du département d'État des États-Unis et du ministère des Affaires étrangères, du Commerce et du Développement du Canada. Le Conseil se réunit régulièrement pour discuter de questions de procédure liées à la mise en œuvre du présent article, y compris de questions concernant l'exercice de la priorité de juridiction, les demandes de renonciation à la priorité de juridiction et la coopération dans les arrestations et les enquêtes. Le Conseil fait rapport sur le règlement des affaires visées par le présent article et peut recommander des pratiques exemplaires et des dispositions en vue de leur inclusion dans les arrangements de mise en œuvre destinés à assurer l'application du présent article.

23. La Partie hôte a le droit d'exiger le retrait des activités de précontrôle menées sur son territoire d'un contrôleur qui abuse de ses fonctions officielles.

Article XI

Avantages sociaux à l' intention des contrôleurs, des personnes à charge et du personnel de soutien

1. La Partie hôte délivre des autorisations d'emploi aux contrôleurs et au personnel de soutien participant aux activités de précontrôle de la Partie inspectrice.
2. La Partie hôte accorde aux contrôleurs et au personnel de soutien participant aux activités de précontrôle de la Partie inspectrice, ainsi qu'aux membres de leur famille à charge qui les accompagnent, pour toute la durée de leur affectation sur son territoire, des exemptions de taxes et de droits de douane en ce qui a trait au paiement des taxes et droits d'accise fédéraux, et des droits de douane sur les biens destinés à la consommation personnelle, en quantité raisonnable, qui sont introduits sur le territoire de la Partie hôte.
3. La Partie hôte fait en sorte que les contrôleurs et le personnel de soutien participant aux activités de précontrôle de la Partie inspectrice, ainsi que les membres de leur famille à charge qui les accompagnent, soient exemptés des droits de traitement des demandes de permis d'études ou d'autorisation d'emploi.
4. Sous réserve du paragraphe 1, le présent article s'applique uniquement aux personnes autorisées par la Partie inspectrice à résider sur le territoire de la Partie hôte.
5. Le présent article ne s'applique pas aux personnes ayant qualité de résident permanent sur le territoire de la Partie hôte.

Article XII

Consultations

1. La Partie inspectrice tente de résoudre les problèmes opérationnels locaux au moyen de consultations avec les personnes concernées, s'il y a lieu.

2. The Parties shall ensure that the Preclearance Consultative Group consults on a regular basis, at least annually, to review performance and resolve any issues related to the implementation of this Agreement.
3. Operational issues that cannot be resolved at the local level or by the Preclearance Technical Working Group, which is co-chaired by U.S. Customs and Border Protection and Transport Canada, shall be referred to the Preclearance Consultative Group, which shall consist of senior representatives of the federal governments of the respective Parties, to be specified in an exchange of letters following the signature of this Agreement. The Parties shall collaborate on issues including: the application of technical design standards, personal searches, the measurement of wait times, service levels, and personnel vetting.
4. Parties may allow interested persons to attend portions of the Preclearance Consultative Group meetings, if jointly decided by the Parties in advance of the meetings.
5. The Parties may jointly decide to establish preclearance committees at each specific preclearance location, including representation from the Inspection Agencies of both Parties to address operational and procedural issues at that location.
6. At any time, a Party may request consultations regarding any provision or issue that arises under this Agreement. This request may include consultations on changes in domestic law or any other matter a Party considers may affect the interpretation, application, or implementation of this Agreement.

Article XIII

Reciprocity

Pursuant to the terms of this Agreement, each Party shall comply with its obligations as Host Party or Inspecting Party, as the case may be, in respect of any preclearance operation established pursuant to this Agreement.

Article XIV

Entry into Force

1. This Agreement shall enter into force on the date of the last note in an exchange of notes in which the Parties notify each other of the completion of their respective internal procedures necessary for the entry into force of this Agreement.
2. Upon entry into force of this Agreement, this Agreement shall supersede the Agreement on *Air Transport Preclearance between the Government of Canada and the Government of the United States of America*, done at Toronto on 18 January 2001.

2. Les Parties veillent à ce que le Groupe consultatif chargé du précontrôle procède à des consultations régulières, au moins une fois par année, pour examiner le bilan des activités et résoudre tout problème lié à la mise en œuvre du présent Accord.
3. Les problèmes opérationnels qui ne peuvent être résolus localement ou par le Groupe de travail technique chargé du précontrôle, lequel est coprésidé par le Service des douanes et de la protection des frontières des É.-U. et par le ministère des Transports du Canada, sont soumis au Groupe consultatif chargé du précontrôle, lequel est composé de hauts fonctionnaires des gouvernements fédéraux des Parties respectives qui seront désignés dans un échange de lettres postérieur à la signature du présent Accord. Les Parties collaborent sur des questions incluant : l'application des normes de conception technique, les fouilles corporelles, la mesure des temps d'attente, les niveaux de service et le contrôle du personnel.
4. Les Parties peuvent permettre aux personnes intéressées d'assister à des parties des réunions du Groupe consultatif chargé du précontrôle, à la condition que cela soit décidé conjointement par les Parties avant les réunions.
5. Les Parties peuvent décider conjointement d'instituer des comités de précontrôle à tout poste de précontrôle donné, y compris des représentants des organismes d'inspection des deux Parties, aux fins d'examiner les problèmes opérationnels et procéduraux au poste en question.
6. Une Partie peut, en tout temps, demander la tenue de consultations concernant toute disposition du présent Accord ou tout problème découlant de celui-ci. Cette demande peut comprendre des consultations au sujet des changements dans le droit interne ou de toute autre question qui, de l'avis d'une Partie, est susceptible d'avoir une incidence sur l'interprétation, l'application ou la mise en œuvre du présent Accord.

Article XIII

Réciprocité

Conformément aux dispositions du présent accord, chaque Partie s'acquitte des obligations qui lui incombent en qualité de Partie hôte ou de Partie inspectrice, selon le cas, à l'égard de toute activité de précontrôle mise en place en vertu du présent Accord.

Article XIV

Entrée en vigueur

1. Le présent Accord entre en vigueur à la date de la dernière des notes échangées par les Parties pour se notifier l'accomplissement de leurs formalités internes respectives nécessaires à son entrée en vigueur.
2. Dès son entrée en vigueur, le présent Accord remplace *l'Accord entre le Gouvernement du Canada et le Gouvernement des États-Unis d'Amérique relatif au précontrôle dans le domaine du transport aérien*, fait à Toronto le 18 janvier 2001.

Article XV

Amendments

The Parties may amend this Agreement by mutual agreement in writing.

Article XVI

Termination

Either Party may terminate this Agreement by giving notice in writing through diplomatic channels to the other Party of its decision to terminate. This Agreement shall terminate one year after the date of the notice, unless the notice to terminate is withdrawn by mutual consent before the expiry date of this period.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE in duplicate at Washington, this 16th day of March 2015, in the English and French language, both being equally authentic.

Steven Blaney

Jeh Johnson

**FOR THE GOVERNMENT
OF CANADA**

**FOR THE GOVERNMENT OF UNITED
STATES OF AMERICA**

Article XV**Amendements**

Les Parties peuvent amender le présent Accord par accord mutuel écrit..

Article XVI**Dénonciation**

Chacune des Parties peut mettre fin au présent Accord en transmettant à l'autre Partie, par la voie diplomatique, une notification écrite de sa décision à cet effet. Le présent Accord prend fin un an après la date de la notification, à moins que celle-ci ne soit retirée par consentement mutuel avant la date d'expiration de cette période

EN FOI DE QUOI les soussignés, dûment autorisés à cet effet par leurs gouvernements respectifs, ont signé le présent Accord.

FAIT en double exemplaire à Washington D.C, ce 16 jour de mars 2015, en langues française et anglaise, chaque version faisant également foi.

**POUR LE GOUVERNEMENT
DU CANADA**

**POUR LE GOUVERNEMENT
DES ÉTATS-UNIS D'AMÉRIQUE**

Steven Blaney

Jeh Johnson



CANADA

TREATY SERIES **2015/7** RECUEIL DES TRAITÉS

PEOPLE'S REPUBLIC OF CHINA / CUSTOMS

Agreement between the Government of Canada and the Government of the People's Republic of China on Cooperation and Mutual Administrative Assistance in Customs Matters

Done at Beijing on 8 November 2014

In Force: 11 May 2015

REPUBLIQUE POPULAIRE DE CHINE / DOUANES

Accord entre le gouvernement du Canada et le gouvernement de la République populaire de Chine sur la coopération et l'assistance administrative mutuelle en matière douanière

Fait à Beijing le 8 novembre 2014

En vigueur : le 11 mai 2015

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The Canada Treaty Series is published by
the Treaty Law Division
of the Department of Foreign Affairs,
Trade and Development
www.treaty-accord.gc.ca

Catalogue No: FR4-2015/7-PDF
ISBN: 978-0-660-02575-9

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par le ministre des Affaires étrangères, 2015

Le Recueil des traités du Canada est publié par
la Direction du droit des traités
du ministère des Affaires étrangères,
du Commerce et du Développement
www.treaty-accord.gc.ca

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AGREEMENT
BETWEEN
THE GOVERNMENT OF CANADA
AND
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA
ON COOPERATION AND MUTUAL ADMINISTRATIVE ASSISTANCE
IN CUSTOMS MATTERS

THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA, hereinafter referred to as "the Parties",

CONSIDERING the importance of accurate assessment of customs duties and similar dues, and of ensuring proper enforcement by their customs administrations of prohibitions, restrictions and other control measures;

CONSIDERING that offences against customs laws threaten the security of the Parties' countries and their respective economic, commercial, financial, social, public health, and cultural interests;

RECOGNIZING the need for international cooperation in matters related to the administration and enforcement of their customs laws;

RECOGNIZING that the effectiveness of actions to combat breaches of customs laws, and especially measures against illegal trafficking in psychotropic and other controlled substances, can be enhanced by cooperation between their customs administrations;

ACKNOWLEDGING the obligations imposed by international conventions previously accepted or applied to the Parties;

WISHING to promote and facilitate the flow of legitimate goods between the two countries through cooperation between their customs administrations;

HAVE AGREED as follows:

ACCORD
ENTRE
LE GOUVERNEMENT DU CANADA
ET
LE GOUVERNEMENT DE LA RÉPUBLIQUE POPULAIRE DE CHINE
SUR LA COOPÉRATION ET L'ASSISTANCE ADMINISTRATIVE
MUTUELLE EN MATIÈRE DOUANIÈRE

LE GOUVERNEMENT DU CANADA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE POPULAIRE DE CHINE, ci-après dénommés les « Parties »,

CONSIDÉRANT qu'il importe d'évaluer avec précision les droits de douane et autres droits similaires, et de veiller à faire appliquer convenablement par leurs administrations des douanes les interdictions, les restrictions et les autres mesures de contrôle;

CONSIDÉRANT que les infractions à la législation douanière menacent la sécurité des pays des Parties, et leurs intérêts économiques, commerciaux, financiers, sociaux et culturels respectifs, ainsi que ceux liés à la santé publique;

RECONNAISSANT la nécessité d'une coopération internationale en ce qui concerne les questions se rapportant à l'administration et à l'application de leurs législations douanières;

RECONNAISSANT qu'une coopération entre leurs administrations des douanes peut augmenter l'efficacité des actions contre les atteintes à la législation douanière, en particulier les mesures contre le trafic illégal de substances psychotropes et autres substances contrôlées;

ÉTANT CONSCIENTS des obligations imposées par les conventions internationales précédemment acceptées ou applicables aux Parties;

SOUHAITANT promouvoir et favoriser la circulation des marchandises licites entre les deux pays par une coopération entre leurs administrations des douanes,

SONT CONVENUS de ce qui suit :

ARTICLE 1

Definitions

For the purposes of this Agreement:

- (a) “customs administration” means the Canada Border Services Agency, or the General Administration of Customs of the People’s Republic of China, or their successors;
- (b) “customs laws” means all laws and regulations in force in the respective territories of the Parties and enforceable by the customs administrations of the Parties concerning the importation, exportation, and transit of goods, as they relate, *inter alia*, to customs duties, taxes and other charges or to prohibitions, restrictions and other control measures in respect of the movement of goods across national boundaries;
- (c) “customs offence” means any violation, including an attempted violation, of the customs laws;
- (d) “customs territory” means the territory in which the customs laws of either Party are applied;
- (e) “designated official” means persons designated under Article 8.7 to communicate and receive information;
- (f) “domestic law” means laws, regulations, other legally binding instruments, as well as common law and jurisprudence;
- (g) “information” means any data, whether or not processed or analyzed, and any documents, reports or records, as well as certified or authenticated copies thereof, or other communications in any format, including electronic format;
- (h) “international trade supply chain” means all processes involved in the cross-border movement of goods from the place of origin to the place of final destination;
- (i) “official” means any customs officer or any other government agent designated to apply customs laws by a customs administration;
- (j) “person” means an individual, a partnership, a corporation, a trust, the estate of a deceased individual or a body that is a society, a union, a club, an association, a commission or other organization of any kind;

ARTICLE PREMIER

Définitions

Pour l'application du présent accord :

- a) « administration des douanes » désigne l'Agence des services frontaliers du Canada ou l'Administration générale des douanes de la République populaire de Chine, ou leurs successeurs;
- b) « législation douanière » désigne toutes les lois et tous les règlements en vigueur sur les territoires respectifs des Parties et applicables par les administrations des douanes des Parties en ce qui concerne l'importation, l'exportation, et le transit des marchandises à l'égard, notamment, des droits de douane, des taxes et autres frais ou des interdictions, des restrictions et d'autres mesures de contrôle en ce qui a trait au mouvement des marchandises qui traversent les frontières nationales;
- c) « infraction douanière » désigne toute violation, y compris une tentative de violation, de la législation douanière;
- d) « territoire douanier » désigne le territoire où la législation douanière de l'une ou l'autre des Parties est applicable;
- e) « fonctionnaire désigné » désigne les personnes désignés en application de l'article 8.7 pour communiquer ou recevoir des renseignements;
- f) « droit interne » désigne les lois, les règlements, les autres instruments juridiquement contraignants, de même que le droit commun et la jurisprudence;
- g) « renseignements » désigne toute donnée, qu'elle ait été traitée ou analysée et les documents, les rapports ou registres, ainsi que les copies authentifiées ou certifiées conformes de ceux-ci, ou les autres communications sous toute autre forme, y compris électronique;
- h) « chaîne logistique internationale » désigne les processus concernant les mouvements transfrontaliers des marchandises, du lieu d'origine à celui de destination finale;
- i) « fonctionnaire » désigne tout agent des douanes ou tout représentant du gouvernement désigné par une administration des douanes pour appliquer la législation douanière;
- j) « personne » désigne un particulier, une société de personnes, une personne morale, une fiducie, la succession d'un particulier décédé, ainsi qu'un organisme qui est une société, un syndicat, un club, une association, une commission ou autre organisation;

- (k) “personal information” means any information regarding an identified or identifiable person;
- (l) “requested Party” means the Party that receives a request for assistance under this Agreement;
- (m) “requesting Party” means the Party that makes a request for assistance under this Agreement.

ARTICLE 2

Scope

1. The Parties shall, through their customs administrations, provide mutual administrative assistance, to ensure the proper application of the customs laws, and to prevent, investigate and combat customs offences and ensure the security of the international trade supply chain.
2. The Parties shall provide assistance under this Agreement to the extent appropriate and consistent with their domestic law and administrative procedures and policies, and within the limits of their respective customs administrations’ competence and available resources.
3. This Agreement does not require the Parties to extend cooperation to requests for the arrest or detention of persons, or confiscation or seizure of goods and/or property, or collection on behalf of a Party of taxes, levies or any other monies.
4. This Agreement is intended solely for mutual administrative assistance in customs matters between the Parties and does not affect any other mutual legal assistance agreements between them. It does not confer the right to any person to obtain, suppress or exclude evidence, or to impede the execution of a request.
5. This Agreement seeks to improve and complement the existing cooperation arrangements between the Parties. It does not hinder cooperation between the Parties under other agreements and conventions. The terms of this Agreement do not restrict any cooperation agreements or practices between the Parties.

ARTICLE 3

Territorial Application

This Agreement applies to the territories in which the customs laws of the Parties apply.

- k) « renseignement personnel » désigne tout renseignement concernant un particulier identifiée ou identifiable;
- l) « Partie sollicitée » désigne la Partie qui reçoit une demande d'assistance en application du présent accord;
- m) « Partie requérante » désigne la Partie qui fait une demande d'assistance en application du présent accord.

ARTICLE 2

Champ d'application

1. Les Parties, par l'intermédiaire de leurs administrations des douanes, fournissent une assistance administrative mutuelle afin d'assurer une application convenable de la législation douanière, et de prévenir les infractions douanières, de mener des enquêtes à leur égard et de les combattre, et d'assurer la sécurité de la chaîne logistique internationale.
2. Les Parties fournissent une assistance en application du présent accord dans une mesure adaptée et conforme à leur droit interne et à leurs procédures et politiques administratives, et dans les limites de la compétence et des ressources dont disposent leurs administrations des douanes respectives.
3. Le présent accord n'exige pas des Parties une coopération relativement à des demandes d'arrestation ou de détention de personnes, ni à des demandes de perception ou de saisie de marchandises ou de biens, ou encore à des demandes de perception, au nom d'une Partie, de taxes, de droits ou d'autres sommes.
4. Le présent accord ne vise que l'assistance administrative mutuelle en matière douanière entre les Parties et n'a pas d'effet sur les autres accords d'entraide juridique mutuelle qui les lient. Il ne donne à aucune personne le droit d'obtenir, de supprimer ou d'exclure quelque élément de preuve ou de faire obstacle à la réponse à une demande.
5. Le présent accord vise à améliorer et à compléter les conventions de coopération qui lient les deux Parties. Il ne nuit pas à la coopération des Parties en vertu d'autres accords et conventions. Les conditions prévues au présent accord ne restreignent aucun accord de coopération ni aucune pratique entre les Parties.

ARTICLE 3

Application territoriale

Le présent accord s'applique aux territoires où la législation douanière des Parties est applicable.

ARTICLE 4

Communication

1. The Parties shall, through their customs administrations and in accordance with their respective domestic law, provide each other, either on request or on their own initiative, with information intended to ensure that customs laws are properly applied and to prevent, investigate and combat customs offences. This includes, but is not limited to:
 - (a) information that may assist in the accurate assessment of customs duties and other import or export dues, levies, or fees, and specifically in determining the value of goods for customs and tariff-classification purposes, if a Party has reason to doubt the accuracy or truthfulness of a declaration;
 - (b) information relevant to rules of origin;
 - (c) information regarding customs offences in the territory of the requested Party that are in the process of being committed or in the planning stage; and in particular, information regarding customs offences committed, in the process of being committed or in the planning stage, in relation to the import or export of controlled, regulated, or prohibited goods; and
 - (d) persons known to have committed a customs offence or suspected of being about to commit a customs offence.
2. In cases that could cause substantial damage to the economy, public health, public security, including the security of the international trade supply chain, or any other vital interest of either Party, a Party shall, through its customs administration, to the extent possible, promptly supply information to the other Party on its own initiative.
3. A Party shall not request the information mentioned in paragraph 1 until it exhausts reasonable domestic methods to obtain the information.

ARTICLE 5

Scope of Assistance

1. The Parties shall, through their respective customs administrations, on request or on their own initiative, provide each other with information intended to ensure that customs laws are properly applied, and to prevent, investigate and combat customs offences and to secure the international trade supply chain. This may include information relating to, but is not limited to:
 - (a) law enforcement techniques that have proven effective;

ARTICLE 4

Communications

1. Les Parties, par l'intermédiaire de leurs administrations des douanes et conformément à leur droit interne respectif, se fournissent, sur demande ou de leur propre initiative, les renseignements visant à assurer une application convenable de la législation douanière et à prévenir les infractions douanières, à mener des enquêtes à leur égard et à les combattre. Cela touche notamment :

- a) des renseignements qui peuvent contribuer à évaluer avec précision les droits de douane et autres droits, prélèvements ou frais perçus à l'importation ou à l'exportation, et plus particulièrement à déterminer la valeur des marchandises pour les douanes ou pour le classement tarifaire, si une Partie a des raisons de douter de l'exactitude et de la véracité d'une déclaration;
- b) des renseignements relatifs aux règles d'origine;
- c) des renseignements concernant des infractions douanières, sur le territoire de la Partie sollicitée, qui sont en voie d'être commises ou qui sont à l'étape de la planification, et en particulier des renseignements concernant des infractions douanières qui ont été commises, qui sont en voie d'être commises ou qui sont à l'étape de la planification, relativement à l'importation ou à l'exportation de marchandises contrôlées, réglementées ou interdites;
- d) des personnes dont on sait qu'elles ont commis ou qu'on soupçonne d'être sur le point de commettre une infraction douanière.

2. Dans des situations susceptibles de causer des préjudices importants à l'économie, à la santé publique, à la sécurité publique, y compris à la sécurité de la chaîne logistique internationale, ou à tout autre intérêt vital de l'une des Parties, une Partie, par l'intermédiaire de son administration des douanes, dans la mesure possible, fournit sans tarder et de son propre chef des renseignements à l'autre Partie.

3. Une Partie s'abstient de demander les renseignements visés au paragraphe 1 tant qu'elle n'a pas épuisé les méthodes raisonnables à sa disposition dans son pays pour se procurer ces renseignements.

ARTICLE 5

Portée de l'assistance

1. Les Parties, par l'intermédiaire de leurs administrations des douanes respectives, se fournissent, sur demande ou de leur propre initiative, les renseignements visant à assurer une application convenable de la législation douanière, à prévenir les infractions douanières, à mener des enquêtes à leur égard et à les combattre, et à assurer la sécurité de la chaîne logistique internationale. Ces renseignements peuvent porter notamment sur :

- a) des techniques éprouvées d'application de la loi;

- (b) new trends, means or methods of committing customs offences;
- (c) goods known to be the subject of customs offences, as well as transport and storage methods used in respect of those goods; and,
- (d) any other data, including aggregate and statistical data, that may assist the customs administrations with risk assessment.

2. On request, the requested Party shall, through its customs administration, and to the extent consistent with the domestic law and administrative procedures of the requested Party and within the limits of the requested Party's customs administrations' competence and available resources, provide the requesting Party with the following information:

- (a) whether goods that are imported into the territory of the requesting Party were lawfully exported from the territory of the requested Party;
- (b) whether goods that are exported from the territory of the requesting Party are lawfully imported into the territory of the requested Party, and the customs procedure, if any, under which the goods are placed.

3. A Party shall, through its customs administration, on request or on its own initiative, provide the other Party with information on planned, on-going or completed activities, if those activities constitute or appear to constitute a customs offence in the territory of the other Party.

ARTICLE 6

Inquiries and Investigations

1. The customs administration of a Party may, on the request of the customs administration of the other Party, conduct, in accordance with its domestic law and within the limits of their respective customs administrations' competence and available resources, any necessary inquiries, including the questioning of persons suspected of having committed a customs offence, as well as undertake verifications, inspections and enquiries in connection with the matters referred to in this Agreement.

2. The requested Party's customs administration shall communicate as soon as possible to the requesting Party's customs administration the results of these inquiries, verifications, inspections and enquiries.

3. A Party shall not make a request for inquiry to the other Party until it conducts its own investigation procedures and inspects the available relevant documentation.

- b) de nouvelles tendances, méthodes et des nouveaux moyens utilisés pour commettre des infractions douanières;
- c) des marchandises qui font l'objet d'infractions douanières, de même que des méthodes de transport et d'entreposage utilisées à l'égard de ces marchandises;
- d) toute autre donnée, y compris des données globales et des données statistiques, susceptible d'aider les administrations des douanes à évaluer les risques.

2. Sur demande, la Partie sollicitée, par l'intermédiaire de son administration des douanes, dans une mesure conforme à son droit interne et à ses procédures administratives, et dans les limites de la compétence et des ressources dont dispose son administration des douanes, fournit à la Partie requérante les renseignements concernant la question de savoir :

- a) si les marchandises importées sur le territoire de la Partie requérante ont été exportées légalement du territoire de la Partie sollicitée;
- b) si les marchandises exportées du territoire de la Partie requérante ont été importées légalement sur le territoire de la Partie sollicitée et, le cas échéant, le régime douanier sous lequel les marchandises ont été placées.

3. Une Partie, par l'intermédiaire de son administration des douanes, sur demande ou de sa propre initiative, fournit à l'autre Partie des renseignements sur des activités prévues, en cours ou terminées, si ces activités constituent ou semblent constituer une infraction douanière sur le territoire de l'autre Partie.

ARTICLE 6

Enquêtes

1. L'administration des douanes d'une Partie peut, à la demande de l'administration des douanes de l'autre Partie, procéder conformément à son droit interne et dans les limites de la compétence et des ressources dont disposent les administrations des douanes respectives des Parties, à toute enquête nécessaire, y compris l'interrogatoire des personnes soupçonnées d'avoir commis une infraction douanière, et peut effectuer des vérifications et des inspections et de formuler des demandes de renseignements relativement aux affaires visées par le présent accord.

2. L'administration des douanes de la Partie sollicitée communique dès que possible à l'administration des douanes de la Partie requérante les résultats de ces enquêtes, vérifications, inspections et demandes de renseignements.

3. Une Partie s'abstient de faire une demande d'enquête à l'autre Partie jusqu'à ce qu'elle ait suivi ses propres procédures d'enquête et étudié la documentation pertinente dont elle dispose.

4. If the requested Party's customs administration cannot, under its domestic law, comply with a request under the terms of the present article, or if the request is beyond the requested Party's customs administration's competence and available resources, the requested Party's customs administration may, within the limits of its competence and available resources, seek to provide any assistance related to the request that is appropriate in its normal course of business.

ARTICLE 7

Technical Cooperation

Subject to compliance with the domestic law and administrative procedures, policies and practices of the Party's customs administration and within the limits of that Party's customs administration's competence and available resources, a Party may provide the other Party's customs administration with technical support in customs matters, including:

- (a) the temporary provision of experts and other personnel, with the aim of promoting understanding of the other Party's customs rules, procedures and techniques;
- (b) training, primarily to develop specialized skills among their customs officials;
- (c) sharing of professional, scientific, and technical information, relating to customs rules and procedures;
- (d) exchange of experience with a view to encouraging risk management and simplification of customs procedures, security and facilitation of trade;
- (e) exchange of experience related to cooperation with other customs authorities, the World Customs Organization and other international organizations;
- (f) exchanges on other matters of mutual interest.

ARTICLE 8

Form and Content of Requests

1. The Parties shall make requests for assistance under this Agreement directly through their respective customs administrations.

2. A Party shall make a request for assistance in writing, including through electronic means, and shall include any information deemed useful to comply with the request. A Party may also make requests verbally, if the circumstances so require. The requesting Party shall confirm a verbal request promptly in writing or, if acceptable to both Parties, by electronic means.

4. Si l'administration des douanes de la Partie sollicitée ne peut pas, en vertu de son droit interne, donner suite à une demande selon ce qui est prévu au présent article ou si la demande dépasse sa compétence et les ressources à sa disposition, elle peut, dans les limites de sa compétence et des ressources à sa disposition, essayer de fournir toute assistance qui se rapporte à la demande et qui est appropriée dans le cours normal de ses activités.

ARTICLE 7

Coopération technique

Sous réserve de l'observation du droit interne et des procédures, politiques et pratiques administratives de l'administration des douanes d'une Partie et dans les limites de sa compétence et des ressources à sa disposition, une Partie peut fournir à l'administration des douanes de l'autre Partie du soutien technique en matière douanière, y compris :

- a) une affectation temporaire d'experts et d'autres employés, dans le but de favoriser la compréhension des règles, procédures et techniques en matière douanière de l'autre Partie;
- b) une formation, principalement pour favoriser l'acquisition de compétences spécialisées de leurs fonctionnaires des douanes;
- c) la mise en commun de renseignements professionnels, scientifiques et techniques se rapportant aux règles et procédures douanières;
- d) la mise en commun de l'expérience dans le but d'encourager la gestion du risque et la simplification des procédures douanières, de promouvoir la sécurité et de faciliter le commerce;
- e) la mise en commun de l'expérience en matière de coopération avec d'autres administrations des douanes, l'Organisation mondiale des douanes et d'autres organismes internationaux;
- f) la mise en commun d'autres questions d'intérêt mutuel.

ARTICLE 8

Forme et contenu des demandes

1. Les Parties présentent des demandes d'assistance en application du présent accord directement par l'intermédiaire de leurs administrations des douanes respectives.

2. Une Partie présente une demande d'assistance par écrit, y compris à l'aide de moyens électroniques, et joint tous les renseignements jugés utiles pour donner suite à la demande. Une Partie peut également présenter verbalement une demande si les circonstances l'exigent. La Partie requérante confirme sans tarder une demande verbale, par écrit ou par des moyens électroniques si les deux Parties estiment que c'est acceptable.

3. If a Party's customs administration requests assistance under this Agreement, it shall provide the following information:

- (a) the name of the requesting customs administration;
- (b) details of the matter in question, including the beginning date and end date covered by the request, the nature of the assistance requested and the reasons for the request;
- (c) a brief description of the case under review and the applicable legal provisions;
- (d) if known, the names and addresses of the persons to whom the request relates;
- (e) if required, any special requirements related to the means of communication of responses.

4. The Parties shall submit requests in either the English or the Chinese language.

5. If the requesting Party requests that the other Party follow a specific procedure or methodology, the other Party shall comply with this request to the extent permitted by its own domestic law and administrative policies and procedures. The requesting Party shall provide the reasons for requesting a specific procedure or methodology.

6. A Party shall only request original material if a copy is insufficient and shall return original material at the earliest opportunity. The rights of the requested Party, or of third parties, relating to the original material are not waived.

7. Each Party shall communicate to the other Party the information referred to in this Agreement through the officials of their respective customs administrations who are specially designated for this purpose. Each Party shall provide the other Party with a list of the officials who are designated to communicate and receive this information.

8. If a request made by a Party does not contain the details required under paragraph 3, the requested Party may ask that the requesting Party provide those details. The requested Party shall nonetheless continue to make every effort to comply with the original request.

ARTICLE 9

Responses to Requests

1. The requested Party shall ensure that its customs administration takes reasonable measures, within its competence and available resources, to respond to a request.

3. L'administration des douanes d'une Partie qui présente une demande d'assistance en application du présent accord fournit les renseignements suivants :

- a) le nom de l'administration des douanes requérante;
- b) des précisions sur l'affaire en question, y compris la date de début et la date de fin de l'affaire visée par la demande, la nature de l'assistance demandée et les motifs de la demande;
- c) une brève description du dossier examiné et des dispositions juridiques applicables;
- d) le nom et l'adresse des personnes visées par la demande, s'ils sont connus;
- e) sur demande, toute exigence particulière liée aux moyens de communication des réponses.

4. Les Parties présentent leurs demandes en anglais ou en chinois.

5. Si la Partie requérante demande que l'autre Partie suive une procédure ou méthode particulière, l'autre Partie donne suite à cette demande dans la mesure permise par son droit interne et ses politiques et procédures administratives. La Partie requérante donne les motifs justifiant la demande d'une procédure ou d'une méthode particulière.

6. Une Partie ne demande des éléments d'information originaux que si une copie de ces éléments ne suffit pas et elle remet les éléments d'information originaux le plus tôt possible. Les droits de la Partie sollicitée, ou des tierces parties, à l'égard des éléments d'information originaux sont maintenus.

7. Chaque Partie, par l'intermédiaire des fonctionnaires de son administration des douanes qui ont été spécialement désignés dans ce but, communique à l'autre Partie les renseignements mentionnés dans le présent accord. Chaque Partie fournit à l'autre Partie une liste des fonctionnaires qui ont été désignés pour communiquer ces renseignements et les recevoir.

8. Si une demande présentée par une Partie ne contient pas les précisions exigées au paragraphe 3, la Partie sollicitée peut demander à la Partie requérante de fournir ces précisions. La Partie sollicitée continue néanmoins de prendre tous les moyens possibles pour donner suite à la demande d'origine.

ARTICLE 9

Réponses aux demandes

1. La Partie sollicitée veille à ce que son administration des douanes prenne des mesures raisonnables, dans les limites de sa compétence et des ressources à sa disposition, pour répondre à une demande.

2. The requested Party may respond in accordance with the specific procedures or methodology identified by the requesting Party pursuant to Article 8.5, unless the specific procedures or methodology conflicts with the domestic law or administrative procedures or policies in the customs territory of the requested Party.
3. The Parties shall ensure that, if the requested customs administration is not the appropriate authority to respond to a request, it endeavours to:
 - (a) promptly transmit the request to the appropriate authority; or
 - (b) identify the appropriate authority and indicate the name of the appropriate authority to the requesting Party.
4. A Party shall respond to requests in either the English or Chinese language.

ARTICLE 10

Exemptions

1. If a requested Party is of the opinion that providing assistance to the requesting Party under this Agreement would infringe upon the sovereignty, security, public policy or other substantive national interest, or involve a violation of industrial, commercial or professional secrecy, it may refuse to provide assistance or it may provide assistance subject to any terms and conditions it may establish.
2. The requested Party may postpone assistance if providing the assistance would interfere with an ongoing investigation, prosecution, or administrative proceeding. In that case, the requested Party shall consult with the requesting Party, through their respective customs administrations, to determine whether the requesting Party can meet the terms and conditions for assistance established by the requested Party.
3. In cases where the requesting Party would be unable to comply if a similar request is made by the other Party, it shall report this fact on making the request. Compliance with such a request shall be at the discretion of the requested Party.
4. The requesting Party may take into account the associated resource and cost implications for the requested Party's administration in responding to requests for information. The requesting Party may consider the proportionality between its fiscal interest in pursuing its request and the efforts to be made by the requested Party in providing the information. If the requested Party considers that the effort required to comply with a request is clearly disproportionate to the perceived benefit to the requesting Party, it may decline to provide the requested assistance.
5. If the requested Party is unable to comply with the request, it shall notify the requesting Party promptly in writing, including through electronic means, of the reasons why it is unable to comply and give any additional information that it considers would be helpful to the other authority.

2. La Partie sollicitée peut répondre à la demande en conformité avec les procédures ou les méthodes particulières précisées par la Partie requérante suivant l'article 8.5, à moins que les procédures ou les méthodes particulières contreviennent au droit interne ou aux procédures ou politiques administratives du territoire douanier de la Partie sollicitée.
3. Les Parties veillent à ce que l'administration des douanes sollicitée, dans les cas où elle n'est pas l'autorité compétente pour répondre à une demande, s'efforce, selon le cas :
 - a) de transmettre sans tarder la demande à l'autorité compétente;
 - b) de déterminer qui est l'autorité compétente et d'indiquer son nom à la Partie requérante.
4. Une Partie répond aux demandes en anglais ou en chinois.

ARTICLE 10

Exceptions

1. La Partie sollicitée qui estime que le fait de fournir l'assistance demandée par la Partie requérante en application du présent accord serait susceptible de porter atteinte à sa souveraineté, à sa sécurité, à ses politiques publiques ou à d'autres intérêts nationaux essentiels, ou donnerait lieu à une violation de secrets industriels, commerciaux ou professionnels, peut refuser de fournir une assistance ou la fournir sous réserve de modalités qu'elle peut fixer.
2. La Partie sollicitée peut différer l'assistance si le fait de fournir l'assistance perturberait une enquête, des poursuites ou une procédure administrative en cours. Dans ce cas, la Partie sollicitée consulte la Partie requérante, par l'intermédiaire de leurs administrations des douanes respectives, pour déterminer si la Partie requérante peut remplir les modalités de l'assistance qui ont été fixées par la Partie sollicitée.
3. La Partie requérante qui demande de l'assistance qu'elle ne pourrait pas elle-même fournir si l'autre Partie lui présentait une demande similaire l'indique dans sa demande. La Partie sollicitée a toute latitude pour déterminer la suite à donner à la demande.
4. La Partie requérante peut tenir compte des incidences des ressources et des coûts connexes pour l'administration des douanes de la Partie sollicitée au moment de répondre à des demandes de renseignements. La Partie requérante peut examiner la proportionnalité entre ses intérêts de nature fiscale à l'égard de sa demande et les efforts à déployer la Partie sollicitée pour fournir les renseignements. Si la Partie sollicitée estime que l'effort requis pour donner suite à une demande est manifestement disproportionné par rapport à l'avantage perçu pour la Partie requérante, elle peut refuser de fournir l'assistance demandée.
5. Si la Partie sollicitée n'est pas en mesure de donner suite à la demande, elle avise sans tarder la Partie requérante, par écrit, y compris à l'aide de moyens électroniques, des raisons pour lesquelles elle ne peut y donner suite et elle transmet tout autre renseignement qu'elle juge utile pour l'autre autorité.

6. If the requested Party receives an unmanageable number of requests for information, or a request for information of unmanageable scope from the requesting Party, and is unable to meet such requests within a reasonable time, it may request the requesting Party to prioritize its requirements with a view to agreeing on a practical limit within its resource constraints. In the absence of a mutually accepted approach within 30 days, the execution of those requests may be suspended by the requested Party through written notification, including through electronic means, to the requesting Party until both Parties mutually accept a limit.

ARTICLE 11

Use, Confidentiality and Protection of Information

1. The Parties shall ensure that any information received under this Agreement is used only by their respective customs administrations and only for the purposes of this Agreement, unless the customs administration providing this information has expressly authorized in writing, including through electronic means, its use by other authorities or for other purposes. That use shall then be subject to any terms and conditions imposed by the customs administration that has provided the information.

2. A Party shall ensure that any information communicated under this Agreement is treated as confidential and that it is, at least, subject to the same level of protection and confidentiality afforded to equivalent information under the domestic law of the requested Party.

3. A Party shall promptly notify the other Party's designated official in order to address any unauthorized use or disclosure of information exchanged under this Agreement and shall provide the designated official with details of such unauthorized use or disclosure. The notifying Party shall:

- (a) take any reasonable measures necessary to remedy the breach;
- (b) take any reasonable measures necessary to prevent any future breach; and
- (c) notify the requested Party of the measures that are taken.

4. The requested Party may suspend its obligations to the requesting Party under this Agreement until the measures set out in paragraph 3 are taken.

5. A Party shall immediately return any information disclosed in error under this Agreement by the other Party. In such a case, the requesting Party shall not use the information disclosed in error.

6. A Party shall immediately notify the other Party when it determines that inaccurate information is disclosed under this Agreement and take reasonable remedial steps to address the situation.

6. La Partie sollicitée qui reçoit de la Partie requérante un nombre ingérable de demandes de renseignements, ou une demande de renseignements d'une ampleur ingérable, et qui n'est pas en mesure d'y répondre dans un délai raisonnable peut demander à la Partie requérante de prioriser ses demandes dans le but de convenir d'une limite pratique à la mesure de ses ressources. À défaut d'une méthode arrêtée conjointement dans les 30 jours, la Partie sollicitée peut suspendre l'exécution de ces demandes au moyen d'une notification faite par écrit, y compris à l'aide de moyens électroniques, à la Partie requérante jusqu'à ce que les deux Parties arrêtent conjointement un nombre limite.

ARTICLE 11

Utilisation, confidentialité et protection des renseignements

1. Les Parties veillent à ce que les renseignements obtenus en application du présent accord ne soient utilisés que par leurs administrations des douanes respectives et uniquement pour l'application du présent accord, sauf si l'administration des douanes qui fournit ces renseignements a expressément autorisé, par écrit, y compris à l'aide de moyens électroniques, leur utilisation par d'autres autorités ou à d'autres fins. Cette utilisation est assujettie aux modalités imposées par l'administration des douanes qui a fourni les renseignements.

2. Une Partie veille à ce que les renseignements communiqués en application du présent accord soient traités de manière confidentielle et soient, à tout le moins, assujettis au même niveau de protection et de confidentialité que celui accordé aux renseignements équivalents suivant le droit interne de la Partie sollicitée.

3. Une Partie avise sans tarder le fonctionnaire désigné de l'autre Partie afin qu'il soit remédié à tout cas d'utilisation ou de divulgation non autorisée de renseignements transmis en application du présent accord, et elle fournit au fonctionnaire désigné des précisions sur cette utilisation ou divulgation non autorisée. La Partie qui a donné l'avis :

- a) prend toute mesure raisonnable pour remédier à la violation;
- b) prend toute mesure raisonnable pour prévenir toute violation future;
- c) avise la Partie sollicitée des mesures prises.

4. La Partie sollicitée peut suspendre ses obligations envers la Partie requérante en application du présent accord jusqu'à ce que soient prises les mesures énoncées au paragraphe 3.

5. Une Partie renvoie immédiatement à l'autre Partie tout renseignement divulgué par erreur en application du présent accord. Dans pareil cas, la Partie requérante n'utilise pas le renseignement divulgué par erreur.

6. Une Partie avise immédiatement l'autre Partie lorsqu'elle détermine que des renseignements erronés ont été divulgués en application du présent accord et elle prend des mesures correctives raisonnables pour remédier à la situation.

7. If personal information is exchanged under this Agreement, each Party shall provide a level of protection for that information in compliance with the domestic law and administrative policies and procedures of the requested Party's customs administration.

8. Each Party shall provide the other Party with a copy of its domestic laws and administrative procedures and policies that are relevant to the protection of personal information.

9. The Parties shall not exchange personal information until they mutually accept that the levels of protection satisfy the requirements of their domestic law.

10. On request, the requesting Party shall inform the requested Party of the use made of the personal information received and the results achieved.

11. The Parties shall keep personal information received under this Agreement only for the time necessary to achieve the purpose for which it was provided. The Parties shall destroy personal information received in compliance with the domestic law and administrative policies and procedures of the requested Party's customs administration.

12. The requested Party shall, to the extent possible, ensure that the information is collected fairly and lawfully and that it is accurate, up-to-date, and not excessive in relation to the purposes for which it is provided.

13. Each Party shall keep a record of the information it provides and receives under this Agreement.

14. Each Party shall take all necessary security measures to protect personal information received under this Agreement from unauthorized access, amendment or dissemination.

15. The Parties shall have appropriate internal auditing mechanisms in place to ensure the safeguarding of information provided under this Agreement.

16. The Parties shall exchange copies of any reports regarding the handling of information provided under this Agreement, such as those that may have been prepared by Canada's Office of the Auditor General or China's equivalent organization to the extent that those copies have been cleared for release to the public.

ARTICLE 12

Costs

1. Each Party shall waive all claims for the reimbursement of any cost incurred to execute this Agreement. However, the requesting Party is responsible for all costs incurred for the following:

- (a) witnesses;

7. Chaque Partie accorde aux renseignements personnels transmis en application du présent accord un niveau de protection conforme au droit interne et aux politiques et procédures administratives de l'administration des douanes de la Partie sollicitée.
8. Chaque Partie fournit à l'autre Partie une copie de ses lois et règlements interne et politiques et procédures administratives applicables à la protection des renseignements personnels.
9. Les Parties ne se transmettent pas de renseignements personnels tant qu'elles n'ont pas toutes deux reconnu que le niveau de protection satisfait aux exigences de leur droit interne.
10. Sur demande, la Partie requérante informe la Partie sollicitée de l'utilisation qui est faite des renseignements personnels reçus et des résultats obtenus.
11. Les Parties ne conservent les renseignements personnels reçus en application du présent accord que le temps nécessaire pour atteindre le but pour lequel ils ont été transmis. Les Parties détruisent les renseignements personnels reçus en conformité avec le droit interne et les politiques et procédures administratives de l'administration des douanes de la Partie sollicitée.
12. Dans la mesure du possible, la Partie sollicitée veille à ce que les renseignements soient recueillis de manière juste et légale, qu'ils soient exacts et actuels et qu'ils ne soient pas excessifs par rapport aux buts pour lesquels ils ont été fournis.
13. Chaque Partie tient un registre des renseignements qu'elle transmet et reçoit en application du présent accord.
14. Chaque Partie prend les mesures de sécurité nécessaires pour empêcher que les renseignements personnels reçus en application du présent accord soient utilisés, modifiés ou diffusés sans autorisation.
15. Les Parties disposent de mécanismes de vérification internes aptes à assurer la protection des renseignements transmis en application du présent accord.
16. Les Parties échangent des copies de tout rapport concernant le traitement de renseignements transmis en application du présent accord, par exemple ceux qui peuvent avoir été préparés par le Bureau du vérificateur général du Canada ou par l'organisation équivalente en Chine, dans la mesure où ces copies ont fait l'objet d'une autorisation à des fins de publication publique.

ARTICLE 12

Frais

1. Chaque Partie renonce aux réclamations visant le remboursement de tout frais engagé pour appliquer le présent accord. Toutefois, la Partie requérante est responsable de tous les frais engagés pour ce qui suit :
 - a) les témoins;

- (b) experts;
- (c) non-government employee translators and interpreters.

2. If expenses of a substantial or extraordinary nature are necessary to execute a request, the Parties shall, through their customs administrations, consult to determine the terms and conditions under which the request may be carried out, as well as the manner in which the costs shall be borne.

3. The Parties shall ensure that their respective customs administrations mutually determine an arrangement for costs incurred during provision of cooperation pursuant to Article 7.

ARTICLE 13

Implementation

1. The Parties shall, through their customs administrations, be responsible for implementation of the Agreement. They shall, *inter alia*:

- (a) take the measures required to enable the officials responsible for investigating and combating customs offences to maintain direct communication with one another;
- (b) decide on detailed arrangements to facilitate the implementation of this Agreement; and
- (c) endeavour by mutual consent to resolve any matters arising from the interpretation or application of this Agreement.

2. The Parties shall settle any unresolved matters by diplomatic means.

ARTICLE 14

Joint Customs Cooperation Committee

1. The Parties shall establish a Joint Customs Cooperation Committee consisting of representatives of the customs authorities of both Parties. This Committee shall meet, as required, at a place, on a date and with an agenda, mutually determined by the Parties.

2. The Joint Customs Cooperation Committee shall *inter alia*:

- (a) ensure the proper functioning of this Agreement;
- (b) examine all issues arising from the application of this Agreement;
- (c) take measures necessary for customs cooperation in accordance with the objectives of this Agreement;

- b) les experts;
- c) les traducteurs et interprètes qui ne sont pas des employés de l'État.

2. Si la réponse à une demande entraîne des dépenses élevées ou inhabituelles, les Parties, par l'intermédiaire de leurs administrations des douanes, se consultent pour déterminer les modalités de réponse à la demande, ainsi que la manière selon laquelle les frais sont pris en charge.

3. Les Parties veillent à ce que leurs administrations des douanes respectives établissent ensemble un arrangement concernant les coûts engagés aux fins de la coopération prévue à l'article 7.

ARTICLE 13

Mise en œuvre

1. Les Parties, par l'intermédiaire de leurs administrations des douanes, sont chargées de la mise en œuvre du présent accord. Notamment, elles :

- a) prennent les mesures requises pour permettre aux fonctionnaires chargés de mener des enquêtes à l'égard des infractions douanières et de les combattre d'entretenir entre eux des relations directes;
- b) décident des dispositions détaillées visant à faciliter la mise en œuvre du présent accord;
- c) s'efforcent de résoudre, par consentement mutuel, toute question découlant de l'interprétation ou de l'application du présent accord.

2. Les Parties règlent par la voie diplomatique toute question non résolue.

ARTICLE 14

Comité mixte de coopération douanière

1. Les Parties mettent sur pied un comité mixte de coopération douanière, composé de représentants des autorités douanières des deux Parties. Ce comité se réunit, selon les besoins, en un lieu, à une date et avec un ordre du jour arrêtés conjointement par les Parties.

2. Le Comité mixte de coopération douanière a, entre autres, pour mission :

- a) de veiller à la bonne marche du présent accord;
- b) d'examiner tous les enjeux découlant de l'application du présent accord;
- c) de prendre les mesures nécessaires pour assurer la coopération douanière conformément aux objectifs du présent accord;

- (d) exchange views on any points of common interest regarding customs cooperation, including future measures and the resources for them; and
- (e) recommend solutions aimed at helping to attain the objectives of this Agreement.

ARTICLE 15

Review

1. The Parties agree to meet or discuss in order to consider the necessity of a review of this Agreement, at the request of one of the Parties.
2. The Parties may amend this Agreement by mutual consent in writing. Any amendment of this Agreement is subject to the same procedure as the procedure used for entry into force.

ARTICLE 16

Entry into Force and Termination

1. The Parties shall notify each other, in writing through diplomatic channels, of the completion of the domestic requirements for the entry into force of this Agreement. This Agreement shall enter into force on the date of the later notification.
2. The Parties intend for this Agreement to remain in force for an indeterminate time, but a Party may terminate this Agreement at any time by written notification through diplomatic channels to the other Party. The termination takes effect 90 (ninety) days after the date that the other Party receives the notification. After termination, the Parties may nevertheless complete outstanding requests and requests related to on-going proceedings made under this Agreement, in accordance with the terms of this Agreement.

- d) d'échanger des points de vue sur tout sujet d'intérêt commun se rapportant à la coopération douanière, y compris les mesures futures et les ressources nécessaires à cette fin;
- e) de recommander des solutions visant à contribuer à l'atteinte des objectifs du présent accord.

ARTICLE 15

Examen

1. Les Parties conviennent de se rencontrer ou de discuter en vue de se pencher sur la question de savoir s'il est nécessaire de réexaminer le présent accord, à la demande de l'une d'elles.
2. Les Parties peuvent amender le présent accord par consentement mutuel écrit. Les amendements au présent accord sont assujettis à la même procédure que celle utilisée pour l'entrée en vigueur.

ARTICLE 16

Entrée en vigueur et dénonciation

1. Chaque Partie avise l'autre Partie, par écrit par la voie diplomatique, de l'achèvement des exigences internes nécessaires à l'entrée en vigueur du présent accord. Le présent accord entre en vigueur à la date de la dernière notification à cet égard.
2. Les Parties veulent que le présent accord demeure en vigueur pendant une durée illimitée, mais une Partie peut le dénoncer à tout moment par notification écrite transmise à l'autre Partie par la voie diplomatique. La dénonciation prend effet quatre-vingt-dix (90) jours après la date à laquelle l'autre Partie a reçu la notification. Après la dénonciation, les Parties peuvent néanmoins terminer les demandes en suspens et les demandes concernant des affaires en cours faites en application du présent accord, conformément aux conditions prévues au présent accord.

3. Despite termination of this Agreement, the confidentiality and protection of information provisions contained in Article 11 continue to apply to any information that is already provided.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective governments, have signed this Agreement.

DONE at Beijing on the 8th day of November 2014, in duplicate, in the English, French and Chinese languages, each version being equally authentic.

John Baird

**FOR THE GOVERNMENT
OF CANADA**

Yu Guangzhou

**FOR THE GOVERNMENT
OF THE PEOPLE'S REPUBLIC
OF CHINA**

3. Malgré la dénonciation du présent accord, les dispositions en matière de confidentialité et de protection des renseignements contenues à l'article 11 continuent de s'appliquer à tous les renseignements déjà transmis.

EN FOI DE QUOI, les soussignés, dûment autorisés par leur gouvernement respectif, ont signé le présent accord.

FAIT en double exemplaire à Beijing, le 8^e jour de novembre 2014, en langues française, anglaise et chinoise, chaque version faisant également foi.

**POUR LE GOUVERNEMENT
DU CANADA**

John Baird

**POUR LE GOUVERNEMENT
DE LA RÉPUBLIQUE POPULAIRE
DE CHINE**

Yu Guangzhou

Agreement between Canada and the European Union on Customs Cooperation with Respect to Matters Related to Supply-Chain Security

E105337

CANADA and THE EUROPEAN UNION, (the "Contracting Parties"),

RECOGNIZING the need to increase end-to-end supply-chain security for Canada and the European Union and at the same time facilitate legitimate trade;

ACKNOWLEDGING the long-standing, close and productive relations between the Customs Authorities of Canada and of the European Union;

RECOGNIZING that these relations can be improved by closer cooperation on container security and other matters related to supply-chain security based, to the greatest extent practicable, on mutual recognition of risk management techniques, risk standards, security controls and trade partnership programmes;

AIMING to provide a framework to explore future cooperative means to enhance supply chain security practices that would increase customs related efficiencies to ensure end to end supply chain security and to facilitate legitimate trade for the benefit of their respective trade communities;

AIMING to develop a strategy that allows Canada and the European Union to cooperate in the area of cargo inspection;

BUILDING upon the core elements of the World Customs Organization's SAFE Framework of Standards to Secure and Facilitate Global Trade;

REFERRING to the Agreement between Canada and the European Community on Customs Cooperation and Mutual Assistance in Customs Matters, which entered into force on 1 January 1998 (the "CMAA"), and desiring to expand the scope of that Agreement by means of an agreement on a specific matter, in accordance with Article 23 of the CMAA;

ACKNOWLEDGING that a Joint Customs Cooperation Committee (the "JCCC") was established under Article 20 of the CMAA to see to the proper functioning of the CMAA and, inter alia, take the measures necessary for customs cooperation in accordance with the objectives of the CMAA and for the expansion of the CMAA

with a view to increasing the level of customs cooperation and supplementing it on specific sectors or matters;

HAVE AGREED ON THE FOLLOWING:

Article 1

For the purpose of this Agreement, "Customs Authority" means:

- in the European Union: the competent services of the European Commission and the customs authorities of the Member States of the European Union;
- in Canada: the governmental administration designated by Canada as responsible for administering its customs laws.

Article 2

The Contracting Parties shall cooperate on matters of supply-chain security and related risk management.

Article 3

The Contracting Parties shall manage this cooperation through their respective Customs Authorities.

Article 4

The Contracting Parties shall cooperate by:

1. reinforcing the customs-related aspects of securing the logistics chain of international trade while at the same time facilitating legitimate trade;
2. establishing minimum standards, to the extent practicable, for risk management techniques and related requirements and programmes;
3. working towards and, where appropriate, establishing mutual recognition of risk management techniques, risk standards, security controls, supply-chain security and trade partnership programmes including equivalent trade facilitation measures;
4. exchanging information for supply-chain security and risk management; any exchange of information under this Agreement shall be subject to the confidentiality of information and personal data protection requirements set out in Article 16 of the CMAA as well as any confidentiality and privacy requirements set out in the legislation of the Contracting Parties;

5. establishing contact points for exchanging information for supply-chain security;
6. introducing, where appropriate, an interface for data exchange, including for pre-arrival or pre-departure data;
7. developing a strategy that allows the customs authorities to cooperate in the area of cargo inspection;
8. collaborating, to the extent practicable, in any multilateral fora where issues related to supply chain security may be appropriately raised and discussed.

Article 5

The JCCC, established under Article 20 of the CMAA, shall see to the proper functioning of this Agreement and shall examine all issues arising from its application. It shall be empowered to adopt decisions to implement this Agreement in accordance with the respective domestic legislation of the Contracting Parties, on aspects, such as data transmission and mutually agreed benefits, of: mutual recognition of risk management techniques, risk standards, security controls and trade partnership programmes.

Article 6

The JCCC shall set up the appropriate working mechanisms, including working groups, to support its work to implement this Agreement and to address in particular the following aspects:

1. identifying any regulatory or legislative changes required to implement this Agreement;
2. identifying and establishing measures to enhance information exchange mechanisms;
3. identifying and establishing best practices, including best practices for the harmonization of advance electronic cargo information requirements with international standards on inbound, outbound and transit shipments;
4. defining and establishing risk analysis standards for the information required to identify high risk shipments imported into, transhipped through, or transiting Canada and the European Union;
5. defining and establishing measures to harmonize risk assessment standards;
6. defining minimum control standards and methods by which those standards may be met;
7. improving and establishing standards for trade partnership programmes designed to improve supply-chain security and facilitate the movement of legitimate trade;

8. defining and carrying out concrete steps to establish mutual recognition of risk management techniques, risk standards, security controls and trade partnership programmes including equivalent trade facilitation measures.

Article 7

1. If difficulties or disputes arise between the Contracting Parties regarding the implementation of this Agreement, the Customs Authorities of the Contracting Parties shall endeavour to resolve the matter through consultation and discussion.
2. The Contracting Parties may also consent to other forms of dispute resolution.

Article 8

1. This Agreement may be amended by agreement in writing of the Contracting Parties.
2. An amendment shall enter into force 90 days after the date on which the second notification is sent, through an exchange of notes through diplomatic channels, indicating that the Contracting Parties have completed their respective internal procedures required for its entry into force.

Article 9

This Agreement shall enter into force on the first day of the month following the date on which the Contracting Parties have notified each other of the completion of the procedures necessary to bring this Agreement into force.

Article 10

1. This Agreement shall remain in force for an unlimited period of time.
2. A Contracting Party may terminate this Agreement by serving a notice of termination through diplomatic channels on the other Contracting Party.
3. This termination shall become effective on the first day of the month following the expiration of a period of six months after the date of receipt of notice of termination.
4. If this Agreement is terminated, any decisions of the JCCC will remain in effect, unless the Contracting Parties decide otherwise.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement.

Done at Brussels, in two original copies, this 4 day of March 2013, in the English, French, Bulgarian, Czech, Danish, Dutch, Estonian, Finnish, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovene, Spanish and Swedish languages, each version being equally authentic.

Agreement between the Government of Canada and the Government of the State of Israel on Mutual Assistance in Customs Matters

E105365

THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE STATE OF ISRAEL, (hereafter referred to as the “Parties”);

CONSIDERING that offences against the Customs laws are prejudicial to the security and public health of their respective countries, as well as their economic, fiscal and commercial interests;

CONSIDERING the importance of the accurate assessment of customs duties and other taxes collected on the importation and exportation of goods, the correct determination of the classification, value and origin of those goods, as well as the proper implementation of measures of prohibition, restriction and control by their Customs authorities;

CONSIDERING that illegal trafficking in weapons and explosives, as well as in chemical, biological and nuclear substances, narcotic drugs, psychotropic substances, endangered species, hazardous goods and other prohibited, regulated or controlled goods, constitutes a danger to public health and to society;

RECOGNIZING the need for international cooperation in matters related to the administration and enforcement of the Customs laws;

CONVINCED that action against Customs offences can be made more effective by cooperation between their Customs authorities;

HAVING REGARD to the relevant instruments of the Customs Cooperation Council, now known as the World Customs Organization, in particular the Recommendation of the Council on Mutual Administrative Assistance of December 5, 1953;

HAVING REGARD ALSO to international conventions of which both Parties are members, which set out prohibitions, restrictions and measures of control in respect of specific goods;

HAVE AGREED as follows:

Article 1

Definitions

For the purposes of this Agreement:

1. “**Criminal**” shall mean, in relation to a Customs offence, an offence that may result in punishment enforceable by fine, imprisonment or both.
2. “**Customs authority**” shall mean, for the Government of Canada, the Canada Border Services Agency; for the State of Israel, the Customs Directorate of the Israel Tax Authority of the Ministry of Finance; or any other governmental administration designated by a Party to the other Party as responsible for administering Customs laws;
3. “**Customs laws**” shall mean such laws and regulations in force in the respective territories of the Parties concerning the importation, exportation, and transit of goods, as they relate, *inter alia*, to customs duties, charges and other taxes or to prohibitions, restrictions and other controls in respect of the movement of goods across national boundaries;
4. “**Customs offence**” shall mean any violation or attempted violation of the Customs laws;
5. “**information**” shall mean any data, whether or not processed or analyzed, and reports, records and other communications, in any format, including electronic format, as well as certified or authenticated copies of those documents and other documentation;
6. “**person**” shall mean a natural person or a legal entity;
7. “**personal data**” shall mean data concerning an identified or identifiable natural person;
8. “**requesting Customs authority**” shall mean the Customs authority that makes a request for assistance under this Agreement;
9. “**requested Customs authority**” shall mean the Customs authority that receives a request for assistance under this Agreement;
10. “**requesting Party**” shall mean the Party whose Customs authority requests assistance;
11. “**requested Party**” shall mean the Party whose Customs authority is requested to provide assistance.

Article 2

Scope of the Agreement

1. The Parties shall, through their Customs authorities, provide mutual administrative assistance, under the terms set out in this Agreement, in order to

ensure the proper application of Customs laws and to prevent, investigate, prosecute and combat Customs offences.

2. The Parties shall provide assistance under this Agreement in accordance with their domestic law and administrative provisions, within the limits of their Customs authorities' competence and available resources.
3. The provisions of this Agreement are solely intended to provide for mutual assistance in customs matters between the Parties. They do not in any way confer a right on any person to obtain, suppress or exclude evidence, or to impede the execution of a request.
4. Assistance under this Agreement shall not include the arrest or detention of persons or the collection or forced collection of customs duties, other taxes, fines, or other monies in the territory of the Party of the requested Customs authority.

Article 3

Special Instances of Assistance

1. On request and in accordance with the domestic law of the requested Party, the Customs authorities shall inform each other whether goods exported from or imported into the territory of one Party have been lawfully imported into or exported from the territory of the other Party. On request, this information shall contain the customs procedure used for clearing the goods.
2. If it is within its competence and in accordance with the domestic law of the requested Party, the requested Customs authority, either on request or on its own initiative, subject to the subsequent written approval of the requesting Customs authority, shall maintain surveillance over:
 1. means of transportation suspected of being used in the commission of Customs offences in the territory of the requesting Party;
 2. goods destined for the territory of the requesting Party which are designated by the requesting Customs authority as being the subject of a Customs offence;
 3. particular persons known to have committed or suspected of being engaged in the commission of a Customs offence in the territory of the requesting Party;
 4. particular places used for storing goods in the territory of the requested Party, if there are grounds to assume that those places are used for illegal importation into the territory of the requesting Party.
3. The Parties shall, through their Customs authorities, in accordance with the domestic law of the requested Party, furnish each other with information likely to be of use to the requesting Customs authority regarding acts related to the commission of Customs offences within the territory of the other Party. In

cases which could cause substantial damage to the economy, public health, security or any other vital interest of either Party, this information shall, wherever possible, be supplied by the other Party through its Customs authority, without being requested and without delay.

Article 4

Professional and Technical Cooperation and Assistance

1. The Customs authorities of the Parties, on their own initiative or on request, shall provide each other with information regarding:
 1. enforcement actions that could be useful in preventing Customs offences and, in particular, special means of combating these offences;
 2. new methods used to commit Customs offences;
 3. observations and findings resulting from the successful application of new enforcement aids and techniques;
 4. techniques and improved methods of processing passengers and cargo; and
 5. information on their respective Customs laws.
2. The Parties, through their respective Customs authorities, may seek to cooperate in, *inter alia*:
 1. initiating, developing or improving specific training programs for their personnel;
 2. establishing and maintaining channels of communication between their Customs authorities to facilitate the secure and rapid exchange of information;
 3. facilitating effective coordination between their Customs authorities including the exchange of personnel and experts, and the posting of liaison officers;
 4. considering and testing of new equipment and procedures;
 5. simplifying and harmonizing their respective customs procedures; and
 6. carrying out other general administrative matters that may require their joint action.

Article 5

Communication of Requests

1. Requests made under this Agreement shall be made in writing or electronically. Documents that may be of assistance in executing these requests shall, when available, also be submitted. The requested Customs authority may require written confirmation of electronic requests. When required, because of the

urgency of the situation, oral requests may also be accepted, but they shall be promptly confirmed in writing.

2. Requests for assistance under this Agreement shall include the following information:
 1. the Customs authority making the request;
 2. the nature of the proceedings;
 3. the assistance sought, the object of and the reason for the request;
 4. the names and addresses of the persons involved in the request, if known;
 5. a brief description of the matter under consideration and the legal elements involved; and
 6. the connection between the assistance sought and the matter to which it relates.
3. All requests shall be submitted in the English language.
4. If a request does not meet the formal requirements set out in paragraph 2, the requested Party may ask that the request be corrected or completed in a manner that will not impede the execution of the request.
5. Requests for assistance shall be communicated directly between the respective Customs authorities. Each Customs authority shall designate a contact point for this purpose.

Article 6

Execution of Requests

1. The requested Customs authority shall take all reasonable measures to execute a request within a reasonable amount of time, including obtaining necessary judicial or administrative approvals where required under the domestic law of the requested Party.
2. If the requested Customs authority does not have the information requested, it shall initiate enquiries to obtain this information. If necessary, the requested Customs authority may be assisted by another competent authority of the requested Party. However, answers to requests shall be conveyed solely by the requested Customs authority.
3. In cases where the requested Customs authority is not the appropriate authority to respond to a request, it shall either promptly transmit the request to the appropriate authority, which will endeavour to respond to the request or advise the requesting Customs authority of the appropriate procedure to be followed regarding such a request.
4. Any enquiry under paragraph 2 of this Article may include the questioning of experts and witnesses or persons suspected of having committed a Customs offence, and the undertaking of any necessary investigations, verifications,

inspections and fact finding inquiries in connection with the matters referred to in this Agreement. When conducted, the results of such investigations, verifications, inspections and fact-finding inquiries shall be communicated as soon as possible to the requesting Customs authority.

5.
 1. On written request, and under any terms and conditions it may set, the requested Customs authority may allow officials of the requesting Party to be present in the territory of the requested Party when its officials are investigating offences which are of concern of the requesting Party, including allowing their presence during an inquiry.
 2. The presence of officials of the requesting Party in the territory of the requested Party shall be solely in an advisory capacity. Such officials shall not be allowed to exercise any legal or investigative power granted to officials of the requested Party under the domestic law of the requested Party.
6. When officials of the requesting Party are present in the territory of the requested Party in accordance with the terms of this Agreement, they must at all times be able to furnish proof of their identity and shall be responsible for any offences they might commit.
7. Officials of the requesting Party, authorized to investigate offences against Customs laws, may ask that officials of the requested Customs authority examine any relevant information, including books, registers and other documents or data-media, and supply copies thereof or provide any other information relating to the offence.
8. The requested Customs authority shall include the time and place of the investigative action in its response to the requesting Customs authority when this information forms part of the request, so that investigative action under this Article may be coordinated.
9. Where the requested Customs authority considers it useful or necessary for officials of the requesting Party to be present when measures of assistance are carried out pursuant to a request, the requested Customs authority may invite officials of the requesting Party to participate subject to any terms and conditions it may specify.

Article 7

Files, Documents and Witnesses

1. The Customs authorities of the Parties shall, on request and in accordance with the domestic law of the requested Party, provide information relating to the transportation and shipment of goods showing the value, origin, disposition and destination of those goods.

2. On written request of the Customs authority of one Party, copies of information and other materials provided under this Agreement shall be appropriately authenticated. Originals of this information and other materials shall only be requested in cases where copies would be insufficient, and shall be returned to the requested Party as soon as possible. The Parties shall ensure that the rights of the requested Customs authority or of third parties shall not be affected when they provide originals of information or other materials. On request, originals necessary for adjudicative or similar purposes shall be returned without delay.
3. The requested Customs authority shall supply, together with the information provided, all necessary instructions for its interpretation or use.
4. On request of the Customs authority of one Party, the requested Party may authorize its officials, if those officials consent, to appear as witnesses or experts in judicial or administrative proceedings in the territory of the requesting Party, and also to produce files, documents, or other materials, or authenticated copies thereof, if they are considered essential to the proceedings.
5. Requests made under paragraph 4 shall include the date and type of the proceeding, the names of the parties involved, and the capacity in which the official is to appear.
6. When appearing in judicial or administrative proceedings, witnesses or experts authorized under paragraph 4 shall be subject to the laws and regulations which govern that testimony in the territory of the receiving Party.

Article 8

Service of Documents

1. On request, the requested Customs authority shall, in accordance with the domestic law of the requested Party, take all necessary measures in order to serve all documents and to notify all decisions falling within the scope of this Agreement to an addressee residing or established in the territory of the requested Party.
2. The requested Customs authority shall, if possible, return a proof of service or notification in the manner specified in the request. If this is not possible or if the request cannot be carried out in the manner specified, the requesting Customs authority shall be so informed and shall be advised of the reasons why it was not possible.

Article 9

Controlled Delivery

The Customs authorities may permit, in accordance with their national legislation, the importation into, exportation from or transit via the territory of their respective Parties of illicitly trafficked goods under their control. If granting such permission is not within the competence of the Customs authority, that Customs authority shall transfer the case to those national authorities that have such competence for their consideration.

Article 10

Exemptions from Assistance

1. In cases where the requested Party is of the opinion that providing assistance under this Agreement would infringe upon its sovereignty, security, public policy, or any other substantive national interest, or involve the violation of commercial, industrial, or professional secrecy, that assistance may be refused or provided subject to certain conditions or requirements being met.
2. In the event that a request is refused or cannot be complied with in full or in part, the requesting Customs authority shall be promptly notified of that fact and informed of the reasons for the refusal or inability to comply.
3. If the requesting Customs authority requests assistance which it, itself, would not be able to provide, it shall draw attention to that fact in the request. Compliance with such a request shall then be within the discretion of the requested Customs authority.
4. Assistance may be postponed by the requested Customs authority on the grounds that the assistance would interfere with an ongoing investigation, prosecution or proceeding. In that case, the requested Customs authority shall consult with the requesting Customs authority to determine if assistance can be given subject to any terms or conditions as the requested Customs authority may require.

Article 11

Use and Confidentiality of Information

1. Any information and other communications received under this Agreement shall be used only for the purposes specified in this Agreement, except in cases where the requested Customs authority has given its written consent for another use, subject to any terms or conditions it may specify.
2. Any information or other communications received by the Customs authority of either Party under this Agreement shall be treated as confidential and shall be subject to the same level of protection and confidentiality afforded to equivalent information under the domestic law of the receiving Party.

3. Where authorized under paragraph 1 of this Article, information and other communications received under this Agreement may be used in criminal investigations or prosecutions or in other judicial or administrative proceedings.
4. The requesting Customs authority shall not use evidence or information obtained under this Agreement for purposes other than those stated in the request without the prior written consent of the requested Customs Authority.

Article 12

Personal Data

1. Personal data exchanged under this Agreement shall be subject to a level of protection equivalent to the level of protection maintained by the Party providing the data.
2. Parties shall provide each other with all legislation and administrative provisions relevant to this Article, concerning the personal data protection of their respective countries.
3. Personal data shall not be exchanged until the Parties have decided that the level of protection in their territories is equivalent, in accordance with Article 15(b) of this Agreement.

Article 13

Costs

1. The Customs authorities of the Parties shall normally waive all claims for the reimbursement of costs incurred in the execution of this Agreement, with the exception of expenses for witnesses, fees of experts and the cost of interpreters, other than government employees, which shall be borne by the requesting Party.
2. If expenses of a substantial and extraordinary nature are required to execute a request, the Customs authorities of the Parties shall consult to determine the terms and conditions under which the request may be carried out, as well as the manner in which the costs shall be borne.

Article 14

Territorial Applicability

This Agreement shall apply to the territories in which the Customs laws of the Parties apply.

Article 15

Implementation of the Agreement

The Parties shall, through their Customs authorities, be responsible for the implementation of this Agreement. They shall, *inter alia*:

1. communicate directly for the purpose of dealing with matters arising from the application of this Agreement;
2. after consultation, if necessary, issue any administrative directives or decide on procedures for the implementation of this Agreement;
3. endeavor by mutual accord to resolve any problems or doubts arising from the application of this Agreement or any other customs matter which may arise between them;
4. agree to meet, if one of them so requests, in order to discuss the application of this Agreement or to discuss any other customs matter arising from the relationship between them; and
5. arrange for their national level investigation departments to be in direct contact with one another.

Article 16

Entry into Force, Amendment and Termination

1. Each Party shall notify the other Party in writing through diplomatic channels of the completion of its constitutional or internal procedures required for the entry into force of this Agreement. This Agreement shall enter into force on the date of the latter notification.
2. This Agreement may be amended by mutual consent, in writing. Any amendment of this Agreement shall follow the same procedure as its entry into force.
3. The Parties agree to meet in order to consider the necessity for a review of this Agreement upon the request of one of them.
4. This Agreement is intended to be of unlimited duration, but either Party may terminate this Agreement at any given time. The termination shall take effect six (6) months from the date on which either Party shall have given written notice of termination through diplomatic channels to the other. Outstanding requests at the time of termination shall nevertheless be completed according to the provisions of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective governments, have signed this Agreement.

DONE at Ottawa on the 11th day of December 2012 which corresponds to the 27th day of Kislev, 5773, in duplicate in the English, French and Hebrew languages, each version being equally authentic.

Vic Toews
FOR THE GOVERNMENT
OF CANADA

Miriam Ziv
FOR THE GOVERNMENT
OF THE STATE OF ISRAEL

Agreement Between the Government of Canada and the Government of the Republic of South Africa Regarding Mutual Assistance Between Their Customs Administrations

E105194

THE GOVERNMENT OF CANADA and THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA, hereinafter jointly referred to as the “Parties”, and in the singular as a “Party”,

CONSIDERING the importance of ensuring the accurate assessment of customs duties, taxes and other charges collected on the importation or exportation of goods and a proper implementation of provisions of prohibition, restriction and control by their Customs administrations;

CONSIDERING that contravention of Customs law is detrimental to the economic, fiscal, social, cultural, public health, security and commercial interests of their respective countries;

CONSIDERING that trafficking in weapons, explosives, chemical, biological and nuclear substances as well as in narcotic drugs, psychotropic substances, hazardous goods and other prohibited, regulated or controlled goods constitutes a danger to public health and to society;

RECOGNISING the increased global concern for the security and facilitation of the international trade supply chain and the Customs Co-operation Council's Resolution of June 2002 to that effect;

RECOGNISING the need for international co-operation in matters related to the application and enforcement of their Customs law;

CONVINCED that efforts to prevent the contravention of Customs law and to achieve greater accuracy in the collection of customs duties would be made more effective by close co-operation between their Customs administrations;

HAVING REGARD to international Conventions containing prohibitions, restrictions and measures of control in respect of specific goods;

HAVING regard to the Recommendation on Mutual Administrative Assistance and the Declaration on the Improvement of Customs Co-operation and Mutual Administrative Assistance (the Cyprus Declaration), adopted in December 1953 and

June 2000, respectively, by the Customs Co-operation Council, now known as the World Customs Organization;

HAVE AGREED as follows:

Article 1

Definitions

For the purposes of this Agreement, unless the context otherwise requires:

1. “Customs administration” shall mean the administration designated from time to time by either Party to the other as responsible for administering the Customs Law;
2. “Customs law” shall mean all the legal and administrative provisions applicable or enforceable by the Customs administrations in connection with the importation, exportation, transshipment, transit, storage, and movement of goods, including:
 1. the collection or repayment of duties, taxes and other charges;
 2. action in relation to measures of prohibition, restriction or control;
 3. action in relation to illegal trafficking in narcotic drugs and psychotropic substances;
3. “Customs offence” shall mean any violation or attempted violation of Customs law;
4. “information” shall mean any data, whether or not processed or analysed, any documents, reports, and other communications in any format, including electronic, or certified or authenticated copies thereof;
5. “intelligence” shall mean information which has been processed or analysed to provide an indication relevant to a Customs offence;
6. “international trade supply chain” shall mean all processes involved in the cross-border movement of goods from the place of origin to the place of final destination;
7. “official” shall mean any customs officer or other government agent designated by the Parties;
8. “person” shall mean both natural and legal persons;
9. “personal data” shall mean data concerning an identified or identifiable natural person;
10. “requested administration” shall mean the Customs administration from which assistance is requested;
11. “requested Party” shall mean the Party whose Customs administration is requested to provide assistance;

12. “requesting administration” shall mean the Customs administration which requests assistance;
13. “requesting Party” shall mean the Party whose Customs administration requests assistance.

Article 2

Scope of the Agreement

1. The Parties shall, through their Customs administrations and in accordance with the provisions set out in this Agreement, afford each other mutual administrative assistance:
 1. to ensure that the Customs law in force in their respective territories is properly observed;
 2. to prevent, investigate and combat Customs offences;
 3. in cases concerning the delivery of documents regarding the application of Customs law;
 4. to facilitate the simplification and harmonisation of their customs procedures; and
 5. to ensure the security of the international trade supply chain.
2. Within the framework of this Agreement, each Party shall render assistance in accordance with its domestic law and administrative provisions and within the competence and available resources of its Customs administration.
3. This Agreement shall not provide for the recovery in the territory of the requested Party of customs duties, taxes and any other charges incurred in the territory of the requesting Party.
4. This Agreement is intended solely for mutual administrative assistance between the Parties. The provisions of this Agreement shall not give rise to a right on the part of any person to obtain, suppress or exclude any evidence or to impede the execution of a request.

Article 3

Communication of Information

1. Each Customs administration shall supply to the other, either on request or on its own initiative, all available information and intelligence that may help to ensure proper application of Customs law, the prevention, investigation and combating of Customs offences and the security of the international trade supply chain. Such information may relate to:

1. the recovery, by the Customs administrations, of customs duties as well as the correct determination of customs value of the goods and their tariff classification;
 2. the application of the rules concerning the origin of goods;
 3. the prevention and repression of Customs offences;
 4. Customs law and procedures that are relevant to enquiries relating to a Customs offence;
 5. new Customs law enforcement techniques having proved their effectiveness;
 6. new trends, means or methods of committing Customs offences;
 7. goods known to be the subject of Customs offences, as well as transport and storage methods used in respect of those goods; and
 8. any other data that can assist Customs administrations with risk management for control and facilitation purposes.
2. Upon request, the requested administration shall, without prejudice to Article 16, in support of the proper application of Customs law or in the prevention of customs fraud, supply to the requesting administration information concerning instances where the latter has reason to doubt the truth or accuracy of a declaration.
3. Each Customs administration shall supply to the other, either on request or on its own initiative, with any available information relating to:
 1. goods that are likely to be the subject of a Customs offence between the territories of the Parties;
 2. activities that are or appear to be a violation or attempted violation of Customs law within the territory of the other Party;
 3. means of transport in respect of which there are reasonable grounds for believing that they have been, are, or may be used in violation or attempted violation of Customs law;
 4. persons known to have committed a Customs offence or suspected of being about to commit a Customs offence.
4. Upon request, the requested administration shall supply to the requesting administration information concerning the following matters:
 1. whether goods that are imported into the territory of the requesting Party have been lawfully exported from the territory of the requested Party;
 2. whether goods that are exported from the territory of the requesting Party have been lawfully imported into the territory of the requested Party and the nature of the customs procedure, if any, under which the goods have been placed.
5. Each Customs administration shall, on its own initiative, or upon request, supply to the other Customs administration reports, records of evidence, or certified copies of documents giving all available information on transactions,

completed or planned, that constitute or appear to constitute a contravention of the Customs law of the other Party. All relevant information for the interpretation or utilisation of the material shall be supplied at the same time.

6. In serious cases that could involve substantial damage to the economy, public health, public security or any other vital interest of a Party, the Customs administration of the other Party shall, wherever possible, supply such information and intelligence on its own initiative without delay.

Article 4

Notification

On request, the requested administration shall notify a person, residing or established in the territory of the requested Party, of any formal decision concerning that person taken by the requesting administration, in application of Customs law.

Article 5

Automatic Exchange of Information

The Customs administrations may, by mutual arrangement in accordance with paragraph 2 of Article 18, exchange any information or intelligence covered by this Agreement on an automatic basis.

Article 6

Advance Exchange of Information

The Customs administrations may, by mutual arrangement in accordance with paragraph 2 of Article 18, exchange specific information or intelligence in advance of the arrival of consignments in the territory of the other Party.

Article 7

Technical Assistance

1. The Customs administrations may provide each other with technical assistance in customs matters including:
 1. exchange of customs officials when mutually beneficial for the purposes of advancing the understanding of each other's techniques;
 2. training and assistance in developing specialised skills of customs officials;

3. exchange of experts knowledgeable about customs matters;
 4. exchange of professional, scientific and technical data relating to Customs law and procedures;
 5. information on the computerisation of customs procedures including e-customs and electronic data interchange applications; and
 6. trade facilitation measures and simplification of customs procedures.
2. Each Customs administration may share with the other Customs administration information on its work procedures for the purposes of advancing their understanding of each other's procedures and techniques.

Article 8

Surveillance of Persons, Goods, Places and Means of Transport

1. On request, each Customs administration shall, subject to the domestic law and administrative practices in force in the country of the Party, maintain special surveillance over:
 1. persons known to have committed or suspected of being about to commit a Customs offence in the territory of the requesting Party, particularly those moving into and out of the territory of the requested Party;
 2. suspect storage or movements of goods and means of payment notified by the requesting administration in connection with the commission of a Customs offence in the territory of the requesting Party;
 3. places used for storing goods in the territory of the requested Party that may be used in connection with the commission of a Customs offence in the territory of the requesting Party;
 4. means of transport that are suspected of being used in contravening Customs law in the territory of the requesting Party; and
 5. activities that may result in Customs offences in the territory of the requesting Party.
2. The results of such surveillance shall be communicated to the other Customs administration as soon as is reasonably possible.

Article 9

Experts and Witnesses

1. On request, the requested Party may authorise its officials to appear before a court or tribunal in the territory of the other Party as experts or witnesses in the matter of a Customs offence.
2. When appearing before a court or tribunal under the circumstances of paragraph 1, such witnesses or experts shall be afforded the full protection of

the domestic law of the requesting Party pertaining to testimony of a privileged or confidential nature which may be protected from disclosure under that law.

Article 10

Communication of Requests

1. Requests for assistance under this Agreement shall be exchanged directly between the Customs administrations of the Parties.
2. Requests for assistance shall be made in writing or electronically, and shall be accompanied by any information deemed useful to comply with the request. The requested administration may require written confirmation of electronic requests. Where the circumstances so require, requests may be made orally. Such requests shall be confirmed as soon as possible either in writing or, if acceptable to both Customs administrations, by electronic means.
3. Requests for assistance under this Agreement shall include the following details:
 1. the name of the requesting administration;
 2. the customs matter at issue, type of assistance requested, and reasons for the request;
 3. a brief description of the case under review and its administrative and legal elements;
 4. the names and addresses of the persons to whom the request relates, if known.
4. Where the requesting administration requests that a certain procedure or methodology be followed, the requested administration shall comply with such a request subject to the domestic law and administrative provisions in force in its country.
5. The information referred to in this Agreement shall be communicated to officials who are specially designated for this purpose by either Customs administration. A list of officials so designated shall be supplied to the Customs administration of the other Party.

Article 11

Means of Obtaining Information

1. If the requested administration does not have the information requested, it shall in accordance with the domestic law and administrative provisions in force in its country:
 1. initiate enquiries to obtain that information; or
 2. promptly transmit the request to the appropriate authority; or

3. indicate which relevant authorities are concerned.
2. Any enquiry to which paragraph 1(a) of this Article applies may include the taking of statements from persons from whom information is sought in connection with a Customs offence and from witnesses and experts.
3. The requested administration shall communicate without delay to the requesting administration the procedures followed.

Article 12

Presence of Officials in the Territory of the Other Party

1. Officials designated by either Party may, on written request, with the authorisation of the requested administration and subject to conditions the latter may impose, for the purpose of investigating a Customs offence:
 1. examine in the offices of the requested administration the documents, registers and other relevant data to extract any information in respect of that Customs offence;
 2. be provided with copies of the documents, registers and other data relevant in respect of that Customs offence;
 3. be present during an inquiry conducted by the requested administration and relevant to the requesting administration.
2. Where the requested administration considers it useful or necessary for an official of the requesting Party to be present when, pursuant to a request, measures of assistance are carried out, it shall inform the requesting administration accordingly.

Article 13

Arrangements for Visiting Officials

1. When, in the circumstances provided for by this Agreement, officials designated by either Party are present in the territory of the other Party, they must at all times be able to furnish proof of their official capacity.
2. The officials so designated shall be present in an advisory role only and may not exercise the powers conferred on officials of the requested administration by the domestic law in force in the country of the requested Party.
3. The officials shall, while there, enjoy the protection accorded to customs officials of the other Party, in accordance with the domestic law in force in the country of the other Party, and be responsible for any offence they might commit. The Parties shall make sure that the officials they have designated not be in uniform and not carry arms.

Article 14

Use and Confidentiality of Information

1. Any information or intelligence received under this Agreement shall be used only by the Customs administrations and solely for the purposes of the Agreement except in cases where the Customs administration supplying the information or intelligence has authorised its use by other authorities or for other purposes in writing, subject to any terms or conditions it may specify.
2. Any information or intelligence received under this Agreement shall be treated as confidential and shall at least be accorded protection and confidentiality equivalent to that accorded to the same kind of information under the domestic law in force in the country of the receiving Party.
3. The Customs administration of the receiving Party may, subject to paragraph 1 of this Article and in accordance with the purposes and within the scope of this Agreement, in its records of evidence, reports, and testimonies, and in proceedings and charges brought before the courts, use as evidence information, intelligence and documents obtained in accordance with the Agreement.
4. The receiving Party shall provide protection to information received under this Agreement, as mentioned in paragraph 1 of this Article. In the event that a law or a court order requires the receiving party to disclose the information received, it shall inform the other Party promptly.

Article 15

Personal Data

1. Personal data exchanged under this Agreement shall be subject to a level of protection equivalent to the level of protection maintained by the Party providing the data.
2. The Parties shall provide each other with all legislation and administrative provisions relevant to this Article, concerning the personal data protection of their respective countries.
3. Personal data exchange shall not occur until the Parties have agreed in accordance with paragraph 2 of Article 18 of this Agreement, that the level of protection in their territories is equivalent.

Article 16

Exemptions from Obligation to Render Assistance

1. If the requested administration considers that the requested assistance might be prejudicial to public policy, or to the sovereignty, security or other essential interests of that Party, or might in the opinion of that Customs administration involve violation of industrial, commercial or professional secrecy, it may refuse to provide assistance or it may provide the assistance only if certain conditions are met.
2. If the requesting administration has requested assistance which it would not itself be able to give if requested by the other Customs administration, it shall draw attention to that fact in its request. Compliance with such a request shall be entirely within the discretion of the requested administration.
3. Assistance may be postponed by the requested administration on the ground that it will interfere with an ongoing investigation, prosecution or proceeding. In such a case the requested administration shall consult with the requesting administration to determine if assistance can be given subject to such terms or conditions as the requested administration may require.
4. If assistance is refused or postponed, the decision and the reasons for the refusal or postponement shall be notified in writing to the requesting administration without delay.

Article 17

Costs

1. Subject to paragraphs 2 and 3 of this Article, each Customs administration shall waive all claims for reimbursement of costs incurred in the execution of this Agreement.
2. Expenses and allowances paid to experts and witnesses, as well as costs of translators and interpreters, other than Government employees, shall be borne by the requesting Party.
3. If expenses of a substantial or extraordinary nature are or will be required to execute a request, the Parties shall consult to determine the terms and conditions under which the request shall be executed as well as the manner in which the costs shall be borne.

Article 18

Application of the Agreement

1. The Customs administrations shall enable their officials responsible for the investigation or combating of Customs offences to maintain personal and direct relations with each other.

2. The Customs administrations shall jointly decide on detailed arrangements to facilitate the application of this Agreement.
3. Any difficulties or doubts between the Customs administrations arising from the interpretation or application of this Agreement shall be settled amicably through consultation or negotiation between them.

Article 19

Settlement of Disputes

Any disputes arising from this Agreement shall be settled by the Parties by diplomatic means.

Article 20

Review

The Parties shall meet in order to review this Agreement on request or at the end of five years from the date of its entry into force, unless they notify each other in writing that no such review is necessary.

Article 21

Amendments

1. The Parties may amend this Agreement by mutual consent.
2. The entry into force of the amendments shall follow the procedure established in Article 23 of this Agreement.

Article 22

Territorial Application of the Agreement

This Agreement shall apply to the territory of Canada and to the territory of the Republic of South Africa.

Article 23

Entry into Force

The Parties shall notify each other in writing, through the diplomatic channel, of the completion of the constitutional or internal requirements for the entry into force of

this Agreement. This Agreement shall enter into force on the date of the later of these notifications.

Article 24

Duration and Termination

1. This Agreement shall remain in force indefinitely but either of the Parties may terminate it at any time by giving written notice, through the diplomatic channel, to the other Party of its intention to terminate this Agreement.
2. This Agreement shall cease to be effective three months after the date of receipt of such notice.
3. Ongoing proceedings at the time of termination shall nonetheless be completed in accordance with the provisions of the Agreement.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed this Agreement.

DONE in duplicate at Johannesburg on this 30th day of October 2009, in the English and French languages, each version being equally authentic.

Adèle Dion
FOR THE GOVERNMENT OF CANADA

Pravin Gordhan
FOR THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

Exchange of Notes Constituting an Amendment to the Agreement Between the Government of Canada and the Government of the Kingdom of the Netherlands on Mutual Administrative Assistance in Customs Matters, Done in Ottawa on 14 August 2007

E105108

I

The Chargé d'Affaires a.i. of the Kingdom of the Netherlands to the Minister of Foreign Affairs of Canada

Ottawa, March 30th, 2009

The Honorable Lawrence Cannon
Minister of Foreign Affairs of Canada
Department of Foreign Affairs and International Trade
Ottawa

Excellency,

I have the honour to refer to the Agreement between the Government of the Kingdom of the Netherlands and the Government of Canada on mutual administrative assistance in customs matters, signed at Ottawa on 14 August 2007 (“the Agreement”).

The Government of the Kingdom of the Netherlands proposes that, in accordance with Article 22, paragraphs 2 and 3 of the Agreement, the application of the Agreement should be extended to the Netherlands Antilles and Aruba, subject to the following.

1. For the Kingdom of the Netherlands, the term “Customs Administration” means, as regards the Netherlands Antilles and Aruba, the central administration responsible for the implementation of customs laws, including the assessment of customs duties, charges and other taxes.
2. Article 2, paragraphs 3 and 4, and Article 17, paragraph 4 of the Agreement do not apply to the Netherlands Antilles and Aruba.
3. Article 2, paragraph 6 of the Agreement applies only to the Netherlands Antilles and Aruba in so far as the bilateral and multilateral treaties referred to therein apply to those parts of the Kingdom of the Netherlands, respectively.

4. As regards the Netherlands Antilles and Aruba, the requirements of national law within the meaning of Article 18, paragraph 1 include Chapter 3 of the Kingdom Act on mutual administrative assistance in customs matters, until such time as legal and administrative provisions adopted by the Netherlands Antilles or Aruba come into force.

If the foregoing is acceptable to the Government of Canada, I have the further honour to propose that this Letter and your reply should constitute an Agreement between the Government of the Kingdom of the Netherlands and the Government of Canada, which shall enter into force on the first day of the second month following the date of receipt of the last notification in which one of the Parties informs the other Party that its constitutional requirements for the entry into force have been complied with.

Please accept, Excellency, the assurances of my highest consideration.

Erik Boer
Chargé d'Affaires a.i.

II

The Minister of Foreign Affairs of Canada to the Ambassador of the Kingdom of the Netherlands

Ottawa, April 28, 2009

Note No. JLAB 0038

His Excellency W. J. P. Geerts
Ambassador
Embassy of the Kingdom of the Netherlands
Ottawa

Excellency:

I have the honour to acknowledge receipt of your Letter dated March 30, 2009, in the English, Dutch and French languages.

I also have the honour to confirm, on behalf the Government of Canada, that the proposal in the above-mentioned Letter is acceptable and that Your Excellency's Letter and this Letter in reply should constitute an Agreement between the two Governments, which shall enter into force on the first day of the second month following the date of receipt of the last notification in which one of the Parties

informs the other Party that its constitutional requirements for the entry into force have been complied with.

Please accept the assurances of my highest consideration.

The Honourable Lawrence Cannon, P.C., M.P.
Minister of Foreign Affairs

Exchange of Notes Constituting an Amendment to the Agreement Between the Government of Canada and the Government of the Kingdom of the Netherlands on Mutual Administrative Assistance in Customs Matters, Done in Ottawa on 14 August 2007

E105108

I

The Chargé d'Affaires a.i. of the Kingdom of the Netherlands to the Minister of Foreign Affairs of Canada

Ottawa, March 30th, 2009

The Honorable Lawrence Cannon
Minister of Foreign Affairs of Canada
Department of Foreign Affairs and International Trade
Ottawa

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I have the honour to refer to the Agreement between the Government of the Kingdom of the Netherlands and the Government of Canada on mutual administrative assistance in customs matters, signed at Ottawa on 14 August 2007 (“the Agreement”).

The Government of the Kingdom of the Netherlands proposes that, in accordance with Article 22, paragraphs 2 and 3 of the Agreement, the application of the Agreement should be extended to the Netherlands Antilles and Aruba, subject to the following.

1. For the Kingdom of the Netherlands, the term “Customs Administration” means, as regards the Netherlands Antilles and Aruba, the central administration responsible for the implementation of customs laws, including the assessment of customs duties, charges and other taxes.
2. Article 2, paragraphs 3 and 4, and Article 17, paragraph 4 of the Agreement do not apply to the Netherlands Antilles and Aruba.
3. Article 2, paragraph 6 of the Agreement applies only to the Netherlands Antilles and Aruba in so far as the bilateral and multilateral treaties referred to therein apply to those parts of the Kingdom of the Netherlands, respectively.

4. As regards the Netherlands Antilles and Aruba, the requirements of national law within the meaning of Article 18, paragraph 1 include Chapter 3 of the Kingdom Act on mutual administrative assistance in customs matters, until such time as legal and administrative provisions adopted by the Netherlands Antilles or Aruba come into force.

If the foregoing is acceptable to the Government of Canada, I have the further honour to propose that this Letter and your reply should constitute an Agreement between the Government of the Kingdom of the Netherlands and the Government of Canada, which shall enter into force on the first day of the second month following the date of receipt of the last notification in which one of the Parties informs the other Party that its constitutional requirements for the entry into force have been complied with.

Please accept, Excellency, the assurances of my highest consideration.

Erik Boer
Chargé d'Affaires a.i.

II

The Minister of Foreign Affairs of Canada to the Ambassador of the Kingdom of the Netherlands

Ottawa, April 28, 2009

Note No. JLAB 0038

His Excellency W. J. P. Geerts
Ambassador
Embassy of the Kingdom of the Netherlands
Ottawa

Excellency:

I have the honour to acknowledge receipt of your Letter dated March 30, 2009, in the English, Dutch and French languages.

I also have the honour to confirm, on behalf the Government of Canada, that the proposal in the above-mentioned Letter is acceptable and that Your Excellency's Letter and this Letter in reply should constitute an Agreement between the two Governments, which shall enter into force on the first day of the second month following the date of receipt of the last notification in which one of the Parties

informs the other Party that its constitutional requirements for the entry into force have been complied with.

Please accept the assurances of my highest consideration.

The Honourable Lawrence Cannon, P.C., M.P.
Minister of Foreign Affairs

Agreement Between Canada and the European Community on Customs Cooperation and Mutual Assistance in Customs Matters

E100834 - CTS 1998 No. 2

THE GOVERNMENT OF CANADA and THE EUROPEAN COMMUNITY,
hereafter referred to as "the Contracting Parties",

BUILDING on the privileged relationship established by the Framework Agreement for commercial and economic cooperation between Canada and the European Communities, signed at Ottawa on 6 July 1976,

TAKING ACCOUNT of the declaration of 22 November 1990 on Canada-EC relations,

RECOGNIZING the Joint Declaration on Canada-European Union relations signed at Ottawa on 17 December 1996,

CONSIDERING that breaches of customs legislation are prejudicial to their economic, fiscal, social, cultural and commercial interests,

BELIEVING that there should be an undertaking to develop customs cooperation of the widest possible scope in matters including, but not limited to, simplification and harmonization of customs procedures,

CONSIDERING the importance of accurate assessment of customs duties and taxes collected at importation or exportation and of ensuring proper enforcement of measures of prohibition, restriction and control,

RECOGNIZING the need for international cooperation in matters related to the application and enforcement of their customs laws,

CONVINCED that action against breaches of customs legislation can be made more effective by close cooperation between their customs administrations,

HAVING REGARD TO the relevant instruments of the Customs Cooperation Council, in particular the Recommendation on mutual administrative assistance of 5 December 1953,

HAVING REGARD ALSO TO international conventions containing prohibitions, restrictions and special measures of control in respect of specific goods,

HAVE AGREED AS FOLLOWS:

TITLE I

GENERAL PROVISIONS

Article 1

Definitions

For the purposes of this Agreement,

1. "customs authority" means:
 - in Canada: the competent services of the Department of National Revenue;
 - in the European Community: the competent services of the Commission of the European Communities and the customs authorities of the Member States of the European Community;
2. "customs legislation" means:
 - for Canada: the statutory and regulatory provisions concerning the importation, exportation, transit of goods, and their placing under any customs procedure, including measures of prohibition, restriction and control, the administration and enforcement of which are specifically charged to the customs authority, and any regulations made by the customs authority under its statutory powers;
 - for the European Community: provisions adopted by the European Community and governing the import, export, transit of goods and their placing under any customs procedure, including measures of prohibition, restriction and control;
3. "breach of customs legislation" means any violation or attempted violation of customs legislation;
4. "information" means any data, documents, reports, certified or authenticated copies thereof or other communications, including data which has been processed or analysed to provide an indication relevant to a breach of customs legislation;
5. "person" means either a physical human being or a legal entity;
6. "personal data" means all information relating to an identified or identifiable individual;

7. "requested authority" means the competent customs authority from which assistance is requested;
8. "requesting authority" means the competent customs authority which requests assistance.

TITLE II

CUSTOMS COOPERATION

Article 2

Scope of the cooperation

1. The Contracting Parties undertake to develop customs cooperation of the widest possible scope.
2. Under this Agreement, customs cooperation shall cover all matters relating to the application of customs legislation.

Article 3

Technical assistance to third countries

The Contracting Parties shall, where appropriate, inform each other on actions undertaken, or to be undertaken, with third countries in relation to technical assistance in the customs field, with the aim of improving these actions.

Article 4

Simplification and harmonization

The Contracting Parties agree to strive for simplification and harmonization of their customs procedures, taking into account the work done in this connection by international organizations. They also agree to examine ways and means to solve any customs-related difficulties that might arise between them.

Article 5

Exchange of personnel

The customs authorities may exchange personnel when mutually beneficial, for the purpose of advancing their understanding of each other's customs techniques and procedures, and computerized systems.

Article 6

Computerization

The Contracting Parties shall cooperate in the computerization of customs procedures and formalities, with the aim of facilitating trade between them.

TITLE III

MUTUAL ASSISTANCE

Article 7

Scope of assistance

1. The customs authorities shall assist each other, either on request or on their own initiative, by providing appropriate information which helps to ensure the proper application of customs legislation and the prevention, investigation and combating of any breach of customs legislation.
2. All assistance under this Title by either Contracting Party shall be performed in accordance with its relevant laws, rules and other legal instruments and within the limits of its customs authority's competence and available resources.
3. This Title is intended solely for the mutual administrative assistance between the Contracting Parties; the provisions of this Title shall not give rise to a right on the part of any private person to obtain information, to obtain, suppress or exclude any evidence or to impede the execution of a request.
4. This Title shall not prejudice the rules governing mutual assistance in criminal matters. Nor shall it apply to information obtained under powers exercised at the request of the judicial authority, except where communication of such information has the prior authorization of the said judicial authority consulted for this purpose on a case-by-case basis.

Article 8

Information on methods, trends and operations

1. Either customs authority shall communicate, either on request or on its own initiative, any available information relating to:

1. new customs law enforcement techniques having proved their effectiveness;
 2. new trends, means or methods of committing breaches of customs legislation.
2. Either on request or on their own initiative, the customs authorities shall provide each other with information on operations, completed or planned, which constitute, or appear to constitute, a breach of customs legislation in the territory of the other Contracting Party.

Article 9

Assistance on request

1. On request, the requested authority shall inform the requesting authority of the customs legislation and procedures applicable in that Contracting Party and relevant to inquiries relating to a breach of customs legislation.
2. On request, the requested authority shall, in particular, provide the requesting authority with the following information:
 1. whether goods imported into the territory of the requesting Contracting Party have been lawfully exported from the territory of the requested Contracting Party, and specifying, where appropriate, the customs procedure applied to the goods;
 2. whether goods exported from the territory of the requesting Contracting Party have been lawfully imported into the territory of the requested Contracting Party, and specifying, where appropriate, the customs procedure applied to the goods.
3. On request, and subject to specific provisions under Article 13, the requested authority shall provide information on, and maintain special surveillance over:
 1. persons known to the requesting authority to have committed a breach of customs legislation or suspected of doing so;
 2. goods either in transport or in storage notified by the requesting authority as giving rise to suspected illicit traffic;
 3. means of transport suspected by the requesting authority of being used to commit breaches of customs legislation;
 4. premises suspected by the requesting authority of being used to commit breaches of customs legislation.

Article 10

Spontaneous assistance

In serious cases that could involve substantial damage to the economy, public health, public security or any other vital interest of one Contracting Party, the customs authority of the other Contracting Party shall, to the extent possible, supply information on its own initiative.

Article 11

Form in which information is to be communicated

1. The requested authority shall communicate appropriate information to the requesting authority in the form of documents, certified copies of documents, reports or electronic versions thereof. All relevant information for interpreting or utilizing that information shall be supplied at the same time.
2. Original files, documents and other materials shall be requested only in cases where copies would be insufficient. Upon specific request, copies of such files, documents and other materials shall be appropriately authenticated.
3. Original files, documents and other materials that have been transmitted shall be returned as soon as possible; rights of the requested authority or of third parties relating thereto shall remain unaffected.

Article 12

Experts and witnesses

1. The customs authority of one Contracting Party may authorize its employees, upon the request of the customs authority of the other Contracting Party, to appear as witnesses or experts in judicial or administrative proceedings in the territory of the other Contracting Party and to produce such files, documents or other materials, or authenticated copies thereof, as may be considered essential for the proceedings.
2. When appearing in judicial or administrative proceedings in the circumstances provided for in paragraph 1, witnesses or experts will be afforded the full protection of the law of the requesting Contracting Party pertaining to testimony of a privileged or confidential nature which may be protected from disclosure under that law.
3. Requests pursuant to paragraph 1 must indicate specifically on what matters and by virtue of what title or qualification the official will be questioned.

Article 13

Communication of requests

1. Requests for assistance under this Title shall be made in writing and shall be accompanied by any documents deemed useful. When the circumstances so require, requests may also be made verbally. Such requests shall be promptly confirmed in writing. Written requests may be made by electronic means from which a paper record may be made.
2. Requests pursuant to paragraph 1 shall include the following information:
 1. the requesting authority;
 2. the measure requested;
 3. the object of, and the reason for, the request;
 4. the laws, rules and other legal elements involved;
 5. information which is as exact and comprehensive as possible on the persons who are the target of the investigations; and
 6. a summary of the relevant facts and of the investigations already carried out, including the customs authorities involved at the time of the request.
3. The requested authority shall agree to follow a certain procedure in responding to a request, unless that procedure would conflict with legal and administrative provisions of the requested Contracting Party.
4. The information referred to in this Title shall be communicated only to officials who are specifically designated for this purpose by each customs authority. Lists of officials so designated shall be exchanged in accordance with Article 19(3).
5. Requests shall be submitted in an official language of the requested authority or in a language acceptable to that authority.
6. If a request does not meet the formal requirements, the requested authority may ask for its correction or completion. The requested authority may take interim measures.

Article 14

Execution of requests

1. If the requested authority does not have the information requested, it shall, in accordance with its legislation, either:
 1. initiate inquiries to obtain that information;
 2. promptly transmit the request to the appropriate agency; or
 3. indicate which relevant authorities are concerned.
2. Any inquiry under paragraph 1(a) may include the taking of statements from persons from whom information is sought in connection with a breach of customs legislation and from witnesses and experts.

Article 15

Duties of officials

1. On written request, with the authorization of the requested authority and subject to conditions which the latter may impose, for the purpose of investigating a breach of customs legislation, officials specifically designated by the requesting authority may be present during an inquiry conducted by the requested authority in the territory of the requested Contracting Party and relevant to the requesting authority.
2. When officials of the requesting authority are present in the territory of the other Contracting Party in the circumstances provided for in paragraph 1, they must at all times be able to furnish proof of their official capacity.
3. Duly authorized officials of a Contracting Party may, with the agreement of the other Contracting Party and within the conditions laid down by the latter, obtain from the offices of the requested authority or other authority for which the requested authority is responsible, information relating to a breach of customs legislation which the requesting authority needs for the purposes of this Title.

Article 16

Confidentiality of information

1. Any information received under this Title shall be treated as confidential and shall at least be subject to the same protection and confidentiality as the same kind of information is subject to under the laws applicable in the Contracting Party where it is received.
2. Information obtained shall be used solely for the purposes of this Title. Where one of the Contracting Parties requests the use of such information for other purposes, it shall obtain the prior written consent of the customs authority which furnished the information. Such use shall then be subject to any restrictions laid down by that authority.
3. Paragraph 2 shall not impede the use of information in any judicial or administrative proceedings subsequently instituted for failure to comply with customs legislation. The Contracting Parties may, in their records of evidence, reports and testimonies and in proceedings and charges brought before the courts, use evidence obtained in accordance with the provisions of this Title. The competent authority which supplied that evidence shall be notified in advance of such use.
4. Personal data may be exchanged only where the Contracting Party which will receive the data undertakes to protect such data in a way which is at least equivalent to the protection applicable to that particular case in the Contracting Party which may supply the data.

5. Dissemination of information among customs authorities within each Contracting Party will occur only on a need-to-know basis. Where information is shared pursuant to this paragraph, the Contracting Party that supplied the information shall be so informed in advance of sharing the information.

Article 17

Exceptions to the obligation to provide assistance

1. In cases where assistance under this Title would infringe upon the sovereignty of Canada or a Member State of the European Community or prejudice security, public policy or other essential interest (such as that referred to in Article 16(4)) of a Contracting Party, or would involve a violation of industrial, commercial or professional secrecy or would be inconsistent with its legislation, assistance may be refused or made subject to the fulfilment of certain conditions or requirements.
2. If the requesting authority would be unable to comply were a similar request to be made by the requested authority, it shall draw attention to that fact in its request. Compliance with such a request shall be at the discretion of the requested authority.
3. Assistance may be postponed by the requested authority on the grounds that it will interfere with an ongoing investigation, prosecution or proceeding. In such a case, the requested authority shall consult with the requesting authority to determine if assistance can be given subject to such terms or conditions as the requested authority may require.
4. Where assistance is denied or postponed, reasons for the denial or postponement shall be given without delay.

Article 18

Costs

1. The customs authorities shall waive all claims for reimbursement of costs incurred in the execution of this Title.
2. If expenses of a substantial or extraordinary nature are, or will be, required to execute the request, the Contracting Parties shall consult to determine the terms and conditions under which the request will be executed as well as the manner in which the costs shall be borne.

TITLE IV

FINAL PROVISIONS

Article 19

Implementation of the Agreement

1. The management of this Agreement shall be entrusted to the customs authority of Canada and to the competent services of the Commission of the European Communities and, where appropriate, the customs authorities of the Member States.
2. The customs authorities shall take measures so that their officials responsible for the investigation or combating of breaches of customs legislation maintain personal and direct relations with each other.
3. The customs authorities shall decide on detailed arrangements to facilitate the implementation of this Agreement.
4. The customs authorities shall endeavour to resolve any problem or doubt arising from the interpretation or application of this Agreement.

Article 20

Joint Customs Cooperation Committee

1. A Joint Customs Cooperation Committee is hereby established, consisting of representatives of the customs authorities of the Contracting Parties. The Joint Customs Cooperation Committee shall meet at a place and on a date with an agenda fixed by mutual consent.
2. The Joint Customs Cooperation Committee shall see to the proper functioning of this Agreement and shall examine all issues arising from its application. In fulfilling this role, its main functions will be to:
 1. take the measures necessary for customs cooperation in accordance with the objectives of this Agreement and for the expansion of this Agreement with a view to increasing the level of customs cooperation and supplementing it on specific sectors or matters;
 2. exchange views on any points of common interest regarding customs cooperation, including future measures and the resources for them;
 3. in general terms, recommend solutions aimed at attaining the objectives of this Agreement.
3. The Joint Customs Cooperation Committee shall adopt its rules of procedure.

Article 21

Obligations imposed under other agreements

1. Taking into account the respective competencies of the European Community and the Member States, the provisions of this Agreement shall:
 - not affect the obligations of the Contracting Parties under any other international agreement or convention;
 - be deemed complementary with agreements on customs cooperation and mutual assistance which have been, or may be, concluded between Canada and individual Member States of the European Union; and
 - not affect the provisions governing the communication between the competent services of the Commission and the customs authorities of the Member States on a need-to-know basis of any information obtained under this Agreement which could be of interest to the European Community.
2. Notwithstanding the provisions of paragraph 1, the provisions of this Agreement shall take precedence over the provisions of the bilateral agreements on customs cooperation and mutual assistance which have been, or may be, concluded between Canada and individual Member States of the European Union insofar as the provisions of the latter are incompatible with those of this Agreement.
3. In respect of questions relating to the applicability of this Agreement, the Contracting Parties shall consult each other to resolve the matter in the framework of the Joint Committee set up under Article 20.

Article 22

Territorial application

This Agreement shall apply, on the one hand, to the territory of Canada under the conditions laid down in Canadian law and, on the other hand, to the territories in which the Treaty establishing the European Community is applied and under the conditions laid down in that Treaty.

Article 23

Future developments

The Contracting Parties may by mutual consent expand this Agreement with a view to increasing the levels of customs cooperation and supplementing them, in accordance with their respective customs legislation, by means of agreements on specific sectors or matters.

Article 24

Entry into force and termination

1. This Agreement shall enter into force on the first day of the month following the date on which the Contracting Parties have notified each other of the completion of the procedures necessary for this purpose.
2. This Agreement is intended to be of unlimited duration but either Contracting Party may terminate it at any time by notification through diplomatic channels.
3. The termination shall take effect one month from the date of the notification of denunciation to the other Contracting Party. Ongoing proceedings at the time of termination shall nonetheless be completed in accordance with the provisions of this Agreement.

IN WITNESS whereof the undersigned, being duly authorized thereto, have signed this Agreement.

Done at Ottawa on the fourth day of December in the year one thousand nine hundred and ninety-seven, in two copies in the Danish, Dutch, English, Finnish, French, German, Greek, Italian, Portuguese, Spanish and Swedish languages, each text being equally authentic.

FOR THE GOVERNMENT OF CANADA

Herb Dhaliwal

FOR THE EUROPEAN COMMUNITY

Alfonse Berns

Leon Brittan

Agreement on Mutual Assistance Between Canada and France for the Prevention, Investigation and Suppression, by the Customs Administrations of Both Countries, of Customs Offences

E100804 - CTS 1979 No. 6

The Government of Canada and the Government of the French Republic,

Considering that offences against Customs laws are prejudicial to the economic, fiscal, social and cultural interests of their respective countries, as well as to the legitimate interests of trade, industry, commerce and agriculture,

Convinced that action against these offences would be made more effective by co-operation between their Customs Administrations,

Have agreed as follows:

Article I

The Customs Administrations of the two States shall afford each other mutual assistance, on the terms set out in this Agreement, for the prevention, investigation and suppression of offences against Customs laws.

Article II

For the purposes of this Agreement, the term “Customs laws” means the statutory or regulatory provisions on the importation, exportation, and transit of goods, whether these provisions involve Customs duty or any other duties or taxes, or prohibitions, restrictions or controls.

Article III

The Customs Administration of each State shall, at the express request of the Customs Administration of the other contracting State, maintain special surveillance within its field of competence over the following, in accordance with its administrative practices:

1. the movements, particularly the entry into and exit from its territory, of persons suspected or known in the requesting State to be habitually or professionally engaged in activities contrary to the Customs laws of that State;

2. suspicious movements of goods pointed out by the requesting State to be the subject of important traffic towards that State, traffic which would be in violation of its Customs laws;
3. places where unusual stocks of goods have been built up which the requesting State has reasons to believe are intended to be used for illicit importation into its territory;
4. vehicles, ships, aircraft or other means of transport which the requesting State has reason to believe may be used to commit Customs offences on its territory.

Article IV

1. The Customs Administrations of the two States shall communicate to each other;
 1. spontaneously and without delay, any available information regarding: irregular operations proven or planned, and being, or suspected of being, contrary to the Customs laws of the other State; new means or methods of committing Customs offences; categories of goods known to be the subject of illicit importation, exportation, or transit; persons, vehicles, ships, aircraft or other means of transport which there is reason to believe are involved or may be involved in Customs offences;
 2. on written request and as promptly as possible: any information that can be extracted from Customs declarations and other documents in their possession relating to exchange of goods involving either of the two States, and as to which the requesting State has reason to believe Customs offences exist; and duly certified or legalized copies of the said documents with the exception of invoices or copies thereof.
2. This information shall be communicated to the officials nominated for that purpose by each Customs Administration; a list of these officials shall be furnished to the Customs Administration of the other State.
3. The Customs Administrations of the two States shall arrange for the officials of their services specially or principally responsible for the investigation of Customs offences to maintain personal and direct relations with a view to exchanging information to prevent or discover offences against Customs laws in their respective States.

Article V

1. To facilitate suppression of offences against Customs laws committed in their respective States, each Customs Administration shall, at the request of the other

Customs Administration, make enquiries or investigation, interrogate suspected persons, hear witnesses, and notify the requesting Administration of the results of this action.

2. These enquiries will be made in accordance with the regulations of the requested State.

Article VI

1. Upon the request of a court, tribunal or the authorities of one Contracting State, the Customs Administration of the other Contracting State may authorize its officials to appear before the said court, tribunal or authorities, as witnesses or experts, in the matter of an offence against Customs laws. These officials shall give evidence on facts ascertained by them during the course of their duties and, subject to the prior approval of the courts, within the limits set by the authorization. The request to appear must specify in particular the case on which the official will be interrogated and in what capacity.
2. The costs entailed by the application of this Article are to be paid by the requesting Government.

Article VII

1. The Customs Administration of the two States may make use, as evidence, in their minutes, reports and testimonies, and during proceedings and prosecutions before a court or tribunal, of information received or documents produced, under the conditions provided for by this Agreement.
2. The validity of this information and these documents, and the use that is made of them legally, lies with national legislation.

Article VIII

The Customs Administrations of the two States are not required to give the assistance provided for by this Agreement if they consider that such assistance is likely to prejudice public order or other essential interests, or involves a violation of any industrial, commercial or professional secrecy.

Article IX

1. Assistance shall not be requested where the Customs Administration of the requesting State would be unable to furnish that assistance if the position were reversed.

2. The reasons must be given for any refusal of assistance. The requested State must inform the requesting State without delay; it may propose alternative procedures.

Article X

The field of application of this Agreement shall extend, on the one hand, to the Customs territory as defined in Article I of the French Customs Code, and on the other hand, to Canada including the ten provinces, the Northwest Territories and the Yukon Territory.

Article XI

The terms and conditions for the implementation of this Agreement shall be jointly determined by the Customs Administrations of both Contracting States.

Article XII

1. Each of the States shall notify the other that the procedures required under its Constitution for the present Agreement to come into force have been observed.
2. The present Agreement shall come into force on the first day of the second month following the date of the reception of the latter of these notifications.
3. This Agreement may be denounced by either State at any time by sending to the other State a notice in writing through the diplomatic channel, and it shall terminate one year after the date of receipt of such notice of denunciation.

DONE at Paris, this ninth day of January nineteen seventy-nine, in two copies, in the English and French languages, the two texts being equally authentic.

Gérard Pelletier
FOR THE GOVERNMENT OF CANADA

Olivier Stirn
FOR THE GOVERNMENT OF THE FRENCH REPUBLIC

Protocol to the Agreement on Mutual Assistance Between Canada and France for the Prevention, Investigation and Suppression, by the Customs Administrations of Both Countries, of Customs Offences Dated January 9, 1979

E100833 - CTS 1991 No. 56

The Government of Canada, and the Government of the Republic of France,

Wishing to broaden the cooperation between their Customs Administrations,

Do agree to the following provisions:

ARTICLE 1

Paragraph 1 of Article 4 of the Agreement on Mutual Assistance between Canada and France for the Prevention, Investigation and Suppression, by the Customs Administrations of both Countries, of Customs Offences, dated January 9, 1979, is repealed and replaced by the following:

ARTICLE 4

1. The Customs Administrations of the two States shall communicate to each other:
 1. Spontaneously and without delay, any available information regarding:
 - irregular operations proven or planned, and being, or suspected of being, contrary to the Customs laws of the other state;
 - new means or methods of committing Customs offences;
 - categories of goods known to be subject of illicit importation, exportation, or transit;
 - persons, vehicles, ships, aircraft or other means of transport which there is reason to believe are involved or may be involved in Customs offences;
 2. on written request and as promptly as possible:
 - any information that can be extracted from Customs declarations and other documents in their possession relating to exchange of goods involving either of the two states, and as to which the requesting state has reason to believe Customs offences exist;
 - and duly certified or legalized copies of the said documents.

ARTICLE 2

This Protocol enters into force on the first day of the second month following the date of signature.

IN WITNESS WHEREOF, the undersigned, duly authorized by their respective Governments, have signed this Protocol.

DONE at Ottawa on November 6, 1990, in duplicate, in the English and French languages, both texts being equally authentic.

Ruth Hubbard
FOR THE GOVERNMENT OF CANADA

François Bujon
FOR THE GOVERNMENT OF THE REPUBLIC OF FRANCE

Agreement Between the Government of Canada and the Government of the United Mexican States Regarding Mutual Assistance and Co-operation Between Their Customs Administrations

E100832 - CTS 1990 No. 31

The Government of Canada and the Government of the United Mexican States,

CONSIDERING that offences against customs laws are prejudicial to the economic, fiscal, social and cultural interests of, as well as detrimental to the legitimate interests of trade, industry and commerce within their respective countries,

CONSIDERING the importance of the accurate assessment of duties and taxes imposed on imported or exported goods,

CONVINCED that greater co-operation between their Customs Administrations can make their actions more effective,

HAVE AGREED as follows:

Article I

Definitions

For the purpose of this Agreement,

1. "Customs Administration" means, in Canada, the Department of National Revenue, Customs and Excise and, in the United Mexican States, the General Directorate of Customs of the Secretariat of Revenue and Public Credit;
2. "customs laws" means the laws relating to the importation, exportation, transshipment and transit of goods across national boundaries and all other laws enforced or administered by the respective Customs Administrations;
3. "offence" means any violation or attempted violation of the customs laws.

Article II

Scope of Agreement

1. Subject to the laws of the respective Parties, the Parties through their Customs Administrations shall, in accordance with the provisions of this Agreement:

1. assist each other in the prevention, investigation and repression of offences; and
 2. upon request, assist each other by providing information to be used in administering and enforcing the customs laws; and
 3. endeavour to co-operate in the research, development and testing of new systems and procedures, in the training and exchange of personnel, in the harmonization of customs documents and in other matters of common interest.
2. The assistance mentioned in paragraph 1 a) and b) shall be provided for use in all proceedings, whether judicial, administrative or investigative.
 3. The Parties may provide assistance pursuant to other agreements, arrangements or practices.

Article III

Form and Substance of a Request for Assistance

1. Subject to paragraph 3 of this Article, a request shall be made in writing and shall be accompanied by all documents necessary for responding to the request.
2. A request shall include the following information:
 1. the identity of the authority making the request;
 2. the nature of the proceedings in respect of which the request is made;
 3. the object of and the reason for the request;
 4. the names and addresses of the parties to whom the request relates, if known; and
 5. a brief description of the subject of the request and the legal issues involved.
3. Urgent requests may be made by telecommunications, but oral requests shall, upon request, be confirmed in writing without delay.

Article IV

Surveillance of Conveyances and other Means of Transport, Goods and Persons

The Customs Administration of one Party, upon the request of the Customs Administration of the other Party, shall, to the extent of its ability, exercise special surveillance over:

1. persons known to be, or suspected by the requesting Party of being engaged in the commission of an offence;
2. goods designated by the requesting Party as being the object of an extensive clandestine trade of which it is the country of destination;

3. places where unusual quantities of goods have been stored that are suspected of being used for the purpose of a trade that is in violation of the customs laws of the other contracting Party; and
4. means of transport suspected of being used to carry out offences within the territory of the requesting Party.

Article V

Importation of Prohibited Goods

The Customs Administrations of the two Parties shall communicate to each other, as appropriate, lists of goods the importation of which is prohibited in their respective territory.

Article VI

Exchange of Information

The Customs Administration of the Parties shall communicate to each other,

1. on their own initiative and without delay, any available information relating to:
 1. activities that may result in the commission of an offence that could involve substantial damage to the economy, public health, public security, or any other matter of vital interest to the other Party;
 2. enforcement actions that might be useful to suppress offences and, in particular, special means of combatting offences;
 3. new methods used in committing offences;
 4. observations and findings resulting from the successful application of new enforcement aids and techniques;
 5. techniques and improved methods for processing travellers and cargo;
 6. new means or methods used to take action against customs offences.
2. upon request and without delay, information relating to:
 1. activities that may result in the commission of an offence in the territory of the other Party;
 2. whether goods exported from the territory of one Party have been lawfully imported into the territory of the other Party and the customs procedure used for clearing the goods;
 3. the movement of goods, vessels, vehicles, and aircraft between the territories of the Parties.

Article VII

Suppression of Illicit Traffic in Narcotics and Psychotropic Substances

The Customs Administrations of the two Parties, for the purpose of aiding, within the scope of their respective mandates in the suppression of illicit traffic in narcotics and psychotropic substances, will communicate with each other to the extent possible, on their own initiative and without delay, all information regarding possible violations of the customs laws of the other Party.

Article VIII

Obligation to Observe Confidentiality

1. Inquiries, information, documents and other communications received by the Customs Administration of either Party under this Agreement shall be treated as confidential and shall be granted the protection from disclosure provided under the law of the receiving Party with regard to such information.
2. Information, documents and other communications made available under this Agreement shall not be used for purposes other than those specified in this Agreement, except with the written consent of the Customs Administration providing the information, documents and other communications.

Article IX

Response to Requests

1. The Customs Administration of the assisting Party shall carry out all official measures necessary to respond to the request, and shall endeavour to seek any legal action necessary to carry out the request.
2. The Customs Administration of either Party shall, upon the request of the Customs Administration of the other Party, conduct any necessary investigation, including the interviewing of persons suspected of having committed an offence, as well as of experts and witnesses.
3. The Customs Administration of either Party shall, upon the request of the Customs Administration of the other Party, attempt to gather and verify information and make inspections relating to matters referred to in Article II 1. a) and b).
4. The Customs Administration of the assisting Party shall comply with a request to follow a certain procedure in responding to a request, unless that procedure would conflict with the policy or normal practice of the assisting Party, in which event, compliance with such a request shall be within the discretion of the assisting Party.

5. The Customs Administration of the assisting Party shall, when possible, comply with a request that a representative of the requesting Party be present when a requested action is carried out.
6. The Customs Administration of the requesting Party shall, if it so requests, be advised of the time and place of the action to be taken in response to its request.
7. Where the Customs Administration of the receiving Party cannot comply with a request, it shall promptly notify the Customs Administration of the requesting Party of that fact and the reasons therefor, and shall inform the Customs Administration of the requesting Party of any information that might be helpful in pursuing the matter further.
8. Where the Customs Administration of the receiving Party is not the appropriate agency to respond to a request, it shall transmit the request to the appropriate agency, and shall notify the Customs Administration of the requesting Party of its action.

Article X

Documents and other Materials

1. Original documents shall be provided only in cases where copies would be insufficient.
2. Original documents and other materials that have been provided to a Party shall be returned at the earliest opportunity.

Article XI

Witnesses

1. The Customs Administration of one Party may authorize its employees, upon the request of the Customs Administration of the other Party, to appear as witnesses or experts in judicial or administrative proceedings in the territory of the other Party and to produce such files, documents or other materials, or authenticated copies thereof, as may be considered essential for the proceedings.
2. When appearing in judicial or administrative proceedings in the circumstances of paragraph 1, witnesses or experts will be afforded the full protection of the law of the requesting party pertaining to testimony of a privileged or confidential nature which may be protected from disclosure under that law.

Article XII

Exemption from the Obligation to Provide Assistance

1. Where the Customs Administration whose assistance is requested is of the view that compliance with a request is likely to be detrimental to its national sovereignty or security, public policy or other important interests of its country, it may decline to provide assistance in whole or in part, or may stipulate that its provision of assistance shall be dependent upon the fulfillment of certain conditions or requirements.
2. Where a request is made for assistance that the requesting Customs Administration itself would be unable to provide, the requesting Customs Administration shall draw attention to this fact in its request. Compliance with such a request shall be within the discretion of the Customs Administration whose assistance is requested.

Article XIII

Costs

The assisting Customs Administration shall be reimbursed for expenditures incurred in responding to a request under this Agreement, for witnesses, the fees of experts and the cost of obtaining the services of interpreters and translators who are not Government employees.

Article XIV

Exchange of Personnel

The Customs Administrations of the Parties may exchange personnel, when mutually beneficial, for the purpose of advancing their understanding of each other's procedures and techniques.

Article XV

Harmonization of Documentation

The Customs Administrations of the Parties may, in order to maximize the benefits to be derived from their co-operative efforts, endeavour to harmonize their documents, except in cases where the Parties agree that harmonization would be unduly disruptive.

Article XVI

Channel of Communication and Implementation of the Agreement

1. Information relating to all matters under this Agreement shall be communicated between officials designated by the Deputy Minister of National Revenue for Customs and Excise for Canada and by the Under-Secretary of Revenue of the Secretariat of Finance and Public Credit for the United Mexican States.
2. The Deputy Minister of National Revenue for Customs and Excise for Canada, and the Under-Secretary of Revenue of the Secretariat of Finance and Public Credit for the United Mexican States, shall issue any administrative directives necessary for implementation of this Agreement.
3. The Parties shall endeavour by mutual accord to resolve any problems or doubts arising from the interpretation or application of this Agreement.

Article XVII

Territorial Scope of Application

This Agreement shall apply, on one hand, to the territory to which the Canadian Customs laws apply, and, on the other hand, to the territory to which the Customs laws of the United Mexican States apply.

Article XVIII

Entry into Force, Review and Termination

1. This Agreement shall enter into force following an exchange of diplomatic notes in which the Parties notify each other of the completion of any procedures required by their national law for giving effect to this Agreement.
2. The Parties agree to meet in order to review this Agreement at the end of three years from the date of its entry into force, unless they notify one another in writing that no review is necessary.
3. This Agreement may be terminated by either Party on six months' notice in writing through diplomatic channels to the other Party.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Mexico City this 16th day of March 1990, in two originals, each in the English, French and Spanish languages, the texts in each of the three languages having equal authenticity.

David J. S. Winfield
FOR THE GOVERNMENT OF CANADA

Pedro Aspe Armella
FOR THE GOVERNMENT OF THE UNITED MEXICAN STATES

Agreement Between the Government of Canada and the Government of the Republic of Korea for Mutual Assistance Concerning Customs Co-operation

E100808 - CTS 1986 No. 18

The Government of Canada and the Government of the Republic of Korea,

CONSIDERING that offences against customs laws are prejudicial to the economic, fiscal, social and cultural interests of, as well as detrimental to the legitimate interests of trade, industry and commerce within their respective countries,

CONSIDERING the importance of the accurate assessment of duties and taxes imposed on imported or exported goods,

CONVINCED that greater co-operation between their Customs Administrations can make their actions, including those in the area of customs offences, more effective,

HAVING REGARD to the Recommendation of the Customs Co-operation Council on Mutual Administrative Assistance of December 5, 1953,

HAVE AGREED as follows:

Article 1

Definitions

For the purpose of this Agreement,

1. “Customs Administration” means in Canada, the Department of National Revenue (Customs and Excise), and, in the Republic of Korea, the Office of Customs Administration;
2. “customs laws” means the laws and regulations relating to the importation, exportation and transportation of goods across national boundaries, and all other laws and regulations enforced or administered by the respective Customs Administrations; and
3. “offence” means any violation or attempted violation of customs laws.

Article 2

Scope of Agreement

1. Subject to the laws of the respective Contracting Parties, the Contracting Parties through their Customs Administrations shall, in accordance with the provisions of this Agreement,
 1. assist each other in the prevention, investigation and repression of offences;
 2. upon request, assist each other by providing information to be used in administering and enforcing the customs laws; and
 3. endeavour to co-operate in the research, development and testing of new systems and procedures, in the training and exchange of personnel, in harmonizing documentation and in other matters that may from time to time require their joint efforts.
2. The assistance mentioned in paragraphs 1(a) and (b) shall be provided for use in all proceedings, whether judicial, administrative or investigative.
3. The Contracting Parties may provide assistance pursuant to other agreements, arrangements or practices that are in effect between the Contracting Parties.

Article 3

Obligation to Observe Confidentiality

1. Inquiries, information, documents and other communications received by the Customs Administration of either Contracting Party under this Agreement shall be treated as confidential and shall be granted the protection from disclosure provided under the law of the receiving Contracting Party with regard to such information.
2. Information, documents and other communications made available under this Agreement shall not be used for purposes other than those specified in this Agreement, except with the written consent of the Customs Administration providing the information, documents and other communications.

Article 4

Exemption from the Obligation to Provide Assistance

1. Where the Customs Administration whose assistance is requested is of the opinion that compliance with a request is likely to be detrimental to its national sovereignty or security, public policy or other important interests of its country, it may decline to provide its assistance in whole or in part, or may stipulate that its provision of assistance shall be dependent upon the fulfillment of certain conditions or requirements.
2. Where a request is made for assistance that the requesting Customs Administration itself would be unable to provide, the requesting Customs

Administration shall draw attention to this fact in its request. Compliance with such a request shall be within the discretion of the Customs Administration whose assistance is requested.

Article 5

Form and Substance of a Request for Assistance

1. Subject to paragraph 3 of this Article, a request shall be made in writing and shall be accompanied by all documents necessary for responding to the request.
2. A request shall include the following information:
 1. the identity of the authority making the request;
 2. the nature of the proceedings in respect of which the request is made;
 3. the object of and the reason for the request;
 4. the names and addresses of the parties to whom the request relates, if known; and
 5. a brief description of the subject of the request and the legal issues involved.
3. Urgent requests may be made by telecommunication, but oral requests shall, upon request, be confirmed in writing without delay.

Article 6

Channel of Communication

Information relating to all matters under this Agreement shall be communicated between officials designated by the Deputy Minister of National Revenue (Customs and Excise) and by the Commissioner of the Office of Customs Administration.

Article 7

Response to Requests

1. The Customs Administration of the assisting Contracting Party shall carry out all official measures necessary to respond to the request, and shall endeavour to seek any legal action necessary to carry out the request.
2. The Customs Administration of either Contracting Party shall, upon the request of the Customs Administration of the other Contracting Party, conduct any necessary investigation, including the interviewing of persons suspected of having committed an offence, as well as of experts and witnesses.
3. The Customs Administration of either Contracting Party shall, upon the request of the Customs Administration of the other Contracting Party, attempt to gather

and verify information and make inspections relating to matters referred to in Article 2, 1.(a) and (b).

4. The Customs Administration of the assisting Contracting Party shall comply with a request to follow a certain procedure in responding to a request, unless that procedure would conflict with the policy or normal practice of the assisting Contracting Party, in which event, compliance with such a request shall be within the discretion of the assisting Contracting Party.
5. The Customs Administration of the assisting Contracting Party shall, when possible, comply with a request that a representative of the requesting Contracting Party be present when a requested action is carried out.
6. The Customs Administration of the requesting Contracting Party shall, if it so requests, be advised of the time and place of the action to be taken in response to its request.
7. Where the Customs Administration of the receiving Contracting Party cannot comply with a request, it shall promptly notify the Customs Administration of the requesting Contracting Party of that fact and the reasons therefor, and shall inform the Customs Administration of the requesting Contracting Party of any information that might be helpful in pursuing the matter further.
8. Where the Customs Administration of the receiving Contracting Party is not the appropriate agency to respond to a request, it shall transmit the request to the appropriate agency, and shall notify the Customs Administration of the requesting Contracting Party of its action.

Article 8

Documents and other Materials

1. Upon the request of either Contracting Party, the other Contracting Party shall, subject to the constraints of domestic law and policy, produce such files, documents or other materials or authenticated copies thereof as may be considered essential for proceedings in the territory of the other Contracting Party. Originals of files, documents or other materials which have been transmitted shall be returned at the earliest opportunity. Rights of the requested party or of third parties remain. Original documents shall be provided only in cases where copies would be insufficient.

Article 9

Costs

Expenses incurred by the assisting Customs Administration in carrying out a request under this Agreement shall be borne by that Customs Administration.

Article 10

Exchange of Information

1. The Customs Administrations of the two Contracting Parties shall communicate to each other,
 1. on their own initiative and without delay, any available information relating to:
 1. activities that may result in the commission of an offence that could involve substantial damage to the economy, public health, public security, or any other vital interest of the other Contracting Party;
 2. enforcement actions that might be useful to suppress offences and, in particular, special means of combating offences;
 3. new methods used in committing offences;
 4. observations and findings resulting from the successful application of new enforcement aids and techniques; and techniques and improved methods for processing passengers and cargo.
 2. upon request and without delay, information relating to:
 1. activities that may result in the commission of an offence in the territory of the other Contracting Party;
 2. whether goods exported from the territory of one Contracting Party have been lawfully imported into the territory of the other Contracting Party and the customs procedure used for clearing the goods;
 3. the movement of goods, vessels, vehicles, and aircraft between the territory of the Contracting Parties.
2. The Customs Administrations of the two Contracting Parties, for the purpose of aiding, within the scope of their respective mandate in the suppression of illicit traffic in narcotics and psychotropic substances, will communicate to each other to the extent possible, on their own initiative and without delay, all information regarding possible violations of the customs laws of the other Contracting Party.

Article 11

Surveillance of Conveyances, Goods and Persons

The Customs Administration of one Contracting Party shall, at the request of the Customs Administration of the other Contracting Party, to the extent of its ability, exercise special surveillance over:

1. the means of transportation suspected of being used to carry out offences within the territory of the requesting Contracting Party;
2. goods designated by the requesting Contracting Party as being the object of an extensive clandestine trade destined for the country of the requesting Contracting Party; and
3. persons known to be, or suspected by the requesting Contracting Party of being, engaged in the commission of an offence.

Article 12

Exchange of Personnel

The Customs Administrations of the Contracting Parties may exchange personnel, when mutually beneficial, for the purpose of advancing their understanding of each other's procedures and techniques.

Article 13

Harmonization of Documentation

The Customs Administrations of the Contracting Parties may, in order to maximize the benefits to be derived from their co-operative efforts, endeavour to harmonize their documents, except in cases where the Contracting Parties agree that harmonization would be unduly disruptive.

Article 14

Implementation of the Agreement

1. The Deputy Minister of National Revenue (Customs and Excise) and the Commissioner of the Office of Customs Administration shall issue any administrative directives necessary for implementation of this Agreement.
2. The Contracting Parties shall endeavour by mutual accord to resolve any problems or doubts arising from the interpretation or application of this Agreement.

Article 15

Application

This Agreement shall apply to the territory to which the customs laws of Canada apply and to the territory to which the customs laws of the Republic of Korea apply.

Article 16

Entry into Force, Review and Termination

1. This Agreement shall enter into force following an exchange of diplomatic notes in which the Contracting Parties notify each other of the completion of any procedures required by their national law for giving effect to this Agreement.
2. The Contracting Parties agree to meet in order to review this Agreement at the end of three years from the date of its entry into force, unless they notify each other in writing that no review is necessary.
3. This Agreement may be terminated by either Contracting Party on six months notice in writing to the other Contracting Party.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Seoul, this 1st day of July, 1986 in duplicate, in the English, French and Korean languages, the three texts being equally authentic.

Reginald H. Dorrett
FOR THE GOVERNMENT OF CANADA

Lee-Won-Kyong
FOR THE GOVERNMENT OF THE REPUBLIC OF KOREA

Agreement Between the Government of Canada and the Government of the Federal Republic of Germany Regarding Mutual Assistance and Co-operation Between Their Customs Administrations

E100805 - CTS 1986 No. 13

Canada and the Federal Republic of Germany,

CONSIDERING that offences against customs laws are prejudicial to their economic, fiscal, commercial, social and cultural interests,

ANXIOUS to ensure the correct collection of customs duties and other export and import levies and the observance of customs laws,

CONVINCED that the enforcement of customs laws and action against the aforesaid offences can be made more effective by co-operation between their Customs Administrations,

HAVING REGARD to the Recommendation of the Customs Co-operation Council on Mutual Assistance of December 5, 1953,

HAVE AGREED as follows:

Article 1

Definitions

For the purposes of this Agreement,

1. “customs laws” means the laws relating to the importation, exportation and transportation of goods across national boundaries, and all other laws enforced or administered by the respective Customs Administrations;
2. “Customs administration” means, in the Federal Republic of Germany the “Bundeszollverwaltung”, and, in Canada, the “Department of National Revenue, Customs and Excise”;
3. “offence” means any violation or attempted violation of customs laws.

Article 2

Scope of the Agreement

1. The Contracting Parties agree to assist each other through their Customs Administrations, in accordance with the provisions of this Agreement and subject to the laws of the assisting Contracting Party,
 1. in the prevention, investigation and suppression of offences;
 2. in co-operating in the development and testing of new surveillance and control procedures, in the training of personnel, in the harmonization of customs documents and in other matters of common interest.
2. This Agreement shall not affect co-operation between the Parties under the Convention of December 15, 1950 establishing the Customs Co-operation Council.

Article 3

Surveillance of conveyances and other means of transport, goods and persons

Upon the request of the Customs Administration of either Contracting Party, the Customs Administration of the other Contracting Party shall, to the extent of its ability, exercise special surveillance within its jurisdiction of:

1. the means of transportation suspected of being used to commit offences against the customs laws of the other Contracting Party;
2. movements of specified goods designated by the requesting Customs Administration as the object of an extensive clandestine trade the destination of which is the country of the requesting Customs Administration;
3. localities where unusual deposits of goods have been established that are suspected of being used for the purpose of a trade that is in violation of the customs laws of the other Contracting Party;
4. persons known to be or suspected of being engaged in violating the customs laws of the other Contracting Party.

Article 4

Exchange of Information

The Customs Administrations of the Contracting Parties shall communicate to each other without delay:

1. upon request:
 1. any information that can be extracted from customs documents or other documents in their possession relating to goods in respect of which the requesting Party has reason to believe that offences have been committed;

2. copies of the documents described in sub-paragraph (i) above;
 3. any other information pertinent to the request that can be obtained from other sources.
2. at their own initiative any available information concerning:
 1. committed or planned actions that contravene or appear to contravene the customs laws of the other Contracting Party;
 2. new means and methods of committing offences;
 3. categories of goods known to be the subject of offences;
 4. persons suspected of committing offences and any means of transportation suspected of being used to commit offences.

Article 5

Investigations

Upon the request of the Customs Administration of either Contracting Party, the Customs Administration of the other Contracting Party shall undertake to verify facts and make inspections or investigations in connection with an offence, and shall communicate its findings to the requesting Customs Administration.

Article 6

Obligation to observe confidentiality

1. Any information, communications and documents received may be used only for the purposes of this Agreement. They may be made available to persons other than those charged with using them for the purposes of this Agreement only with the express approval of the authority providing them.
2. Requests, information, expert opinions and other documents received by the Customs Administration of a Contracting Party to this Agreement shall be treated as confidential and shall be granted the protection from disclosure provided by the laws of that Contracting Party for such information.

Article 7

Exemption from the obligation to provide assistance

1. Where a Customs Administration whose assistance is requested is of the view that compliance with a request is likely to be detrimental to its national sovereignty or security, public policy or other important interests of its country, it may decline to provide its assistance in whole or in part, or may stipulate that

its provision of assistance shall be dependent upon the fulfillment of certain conditions or requirements.

2. Where a request is made for assistance that the requesting Customs Administration itself would be unable to provide, the requesting Customs Administration shall draw attention to this fact in its request. Compliance with such a request shall be within the discretion of the Customs Administration whose assistance is requested.

Article 8

Form and substance of the request for assistance

1. Subject to paragraph 3, a request shall be made in writing, and shall be accompanied by all documents necessary for its execution, including any order or decision underlying the request. Either the original documents or certified copies thereof may be provided.
2. A request made pursuant to paragraph 1 shall include the following information:
 1. the identity of the authority making the request;
 2. the nature of the proceedings in respect of which the request is made;
 3. the object of and the reason for the request;
 4. the names and addresses of the parties to whom the request relates;
 5. a brief description of the subject of the request and the legal issues involved.
3. Urgent requests may be made by telecommunication. Such requests shall be confirmed in writing without delay if desired by the assisting Contracting Party.

Article 9

Channel and competence

1. Correspondence shall be carried on directly between the Customs Administrations, as determined by the supreme customs authority of the Federal Republic of Germany and the Deputy Minister of National Revenue for Customs and Excise for Canada.
2. In the event that the Customs Administration whose assistance is requested is not the appropriate agency to respond to a request, it shall transmit the request to the appropriate authority and notify the requesting Customs Administration of its action.

Article 10

Execution of requests

1. The laws of the assisting Contracting Party shall be applicable in the execution of requests. The assisting Customs Administration shall carry out any official measures necessary to respond to the request. A request by a Customs Administration that a certain procedure be followed by the assisting Contracting Party in obtaining evidence concerning an offence under investigation in the country of the requesting Contracting Party, or that its representative be present when the action to be taken is carried out, may be complied with, except where compliance would be contrary to the usual practice of the assisting Contracting Party.
2. The requesting Customs Administration shall, if it so desires, be advised of the time and the place of the execution of the action to be taken in response to a request.
3. Where a request cannot be fully complied with, the requesting Customs Administration shall be promptly notified, with a statement giving the reasons therefor and any other facts that have come to light and may be of importance for the further pursuit of the matter.

Article 11

Costs of assistance

The assisting Customs Administration shall be reimbursed for expenditures incurred in responding to a request under this Agreement, for witnesses, the fees of experts and the cost of obtaining the services of interpreters and translators who are not government employees.

Article 12

Direct communication

Decisions, rulings and other documents relating to the application of the customs laws may be sent directly by mail by the Customs Administration of either Contracting Party to persons in the country of the other Contracting Party, in such circumstances and subject to such conditions as will be agreed upon by the supreme customs authority of the Federal Republic of Germany and the Deputy Minister of National Revenue for Customs and Excise for Canada.

Article 13

Implementation of the Agreement

The supreme customs authority of the Federal Republic of Germany shall issue any administrative regulations, and the Deputy Minister of National Revenue for Customs and Excise for Canada shall issue any administrative directives necessary for the implementation of this Agreement.

Article 14

Berlin clause

This Agreement shall also apply to Land Berlin, provided that the Government of the Federal Republic of Germany does not make a contrary declaration to the Government of Canada within three months of the date of entry into force of this Agreement.

Article 15

Entry into force and termination

1. This Agreement shall enter into force one month from the date on which the Contracting Parties shall have informed each other in an exchange of diplomatic notes that any constitutional requirements for such entry into force have been fulfilled.
2. This Agreement shall be concluded for an unlimited period. It may be terminated subject to a period of notice of not less than six months before the end of any calendar year, in which case the Agreement shall expire at the end of such calendar year.

DONE at Bonn, this 10th day of September 1984, in two copies, in the English, French and German languages, the three texts being equally authentic.

Donald S. McPhail
FOR THE GOVERNMENT OF CANADA

Hans Hutter
FOR THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY

Exchange of Notes Relative to the Renunciation of the Rights of His Majesty's Government in Canada to Benefit by the Provisions of Existing Treaties Limiting the Right of China to Settle Her National Customs Tariffs or to Impose Tonnage Dues as She May Think Fit

E100802 - CTS 1929 No. 5

I

His Majesty's Minister to China to the Chinese Minister for Foreign Affairs

NANKING, December 20, 1928

Sir,

With reference to the treaty (1) concluded this day between His Britannic Majesty and the President of the National Government of the Republic of China, I have the honour to assure Your Excellency, on behalf of His Majesty's Governments in Canada, the Commonwealth of Australia, New Zealand, the Union of South Africa and the Irish Free State, and the Government of India, that the rights of those Governments to benefit by those provisions of existing treaties which limit in any way the right of China to settle her customs tariff or to impose tonnage dues at such rates as she may think fit are renounced by His Majesty as from the entry into force of the treaty.

I have also the honour to assure Your Excellency that His Majesty similarly renounces His rights in respect of Newfoundland, Southern Rhodesia and all His non-self-governing Colonies and Protectorates.

I shall be glad to receive the assurance of the National Government of the Republic of China that goods produced or manufactured in any of the parts of His Majesty's territories mentioned above or in any of the territories under their administration or in any territory under His Majesty's suzerainty or in any territory in respect of which a mandate is exercised by His Majesty's Government in Great Britain, the Commonwealth of Australia, New Zealand or the Union of South Africa will be accorded most-favoured-nation treatment in China, so long as goods produced or manufactured in China receive in such territory treatment as favourable as that accorded to goods produced or manufactured in any other foreign country.

I shall also be glad to receive the assurance of the National Government of the Republic of China that articles produced or manufactured in China and exported to any of the territories mentioned above will receive most-favoured-nation treatment as regards export duties, internal taxation or transit dues, levied before export, or matters connected therewith, so long as goods produced or manufactured in such territory and exported to China receive in corresponding matters treatment as favourable as that accorded to goods exported to any other foreign country.

I avail, &c.,

Miles W. Lampson

(1) Canada is not a party to this treaty which, however, is printed below for information.

II

The Chinese Minister for Foreign Affairs to His Majesty's Minister to China

MINISTRY OF FOREIGN AFFAIRS

NANKING, December 20, 1928

Excellency,

I hereby take note of the renunciation by His Britannic Majesty of the rights of His Governments in Canada, the Commonwealth of Australia, New Zealand, the Union of South Africa and the Irish Free State, and of the Government of India, as from the entry into force of the treaty concluded this day between His Britannic Majesty and the President of the National Government of the Republic of China to benefit by the provisions of existing treaties which limit in any way the right of China to settle her customs tariff or to impose tonnage dues at such rates as she may think fit. I also take note of the renunciation by His Majesty of His rights in respect of Newfoundland, Southern Rhodesia and all His non-self-governing Colonies and Protectorates.

I have the honour, on behalf of the National Government of the Republic of China, to assure you that goods produced or manufactured in any of the parts of His Majesty's territories mentioned above or in any of the territories under their administration or in any territory under His Majesty's suzerainty or in any territory in respect of which a mandate is exercised by His Majesty's Government in Great Britain, the Commonwealth of Australia, New Zealand or the Union of South Africa will receive most-favoured-nation treatment in China, so long as goods produced or manufactured in China receive in such territory treatment as favourable as that accorded to goods produced or manufactured in any other foreign country.

I have also to assure you, on behalf of the National Government of the Republic of China, that articles produced or manufactured in China and exported to any of the territories mentioned above will receive most-favoured-nation treatment as regards export duties, internal taxation or transit dues, levied before export, or matters connected therewith, so long as goods produced or manufactured in such territory and exported to China receive in corresponding matters treatment as favourable as that accorded to goods exported to any other foreign country.

I avail, &c.,

Chengting T. Wang

**TREATY BETWEEN HIS MAJESTY AND THE PRESIDENT OF THE
CHINESE REPUBLIC RELATING TO THE CHINESE CUSTOMS TARIFF,
&c., WITH THE ANNEXES THERETO**

NANKING, December 20, 1928

His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India, and

His Excellency the President of the National Government of the Republic of China,

Desiring to strengthen the good relations which happily exist between them and to facilitate and extend trade and commerce between their respective countries,

Have resolved to conclude a treaty for this purpose and have appointed as their plenipotentiaries:

His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India:

For Great Britain and Northern Ireland,

Sir Miles Wedderburn Lampson, K.C.M.G., C.B., M.V.O., His Majesty's Envoy Extraordinary and Minister Plenipotentiary to the Republic of China;

His Excellency the President of the National Government of the Republic of China:

His Excellency Doctor Chengting T. Wang, Minister for Foreign Affairs of the National Government of the Republic of China;

who, having communicated their full powers, found in good and due form, have agreed as follows:

Article 1

It is agreed that all provisions of the existing treaties between the High Contracting Parties which limit in any way the right of China to settle her national customs tariff in such way as she may think fit are hereby abrogated, and that the principle of complete national tariff autonomy shall apply.

Article 2

The nationals of either of the High Contracting Parties shall not be compelled under any pretext whatsoever to pay in China and the territories of His Britannic Majesty to which the present treaty applies respectively any duties, internal charges or taxes upon goods imported or exported by them other than or higher than those paid on goods of the same origin by Chinese and British nationals respectively, or by nationals of any other foreign country.

Article 3

His Britannic Majesty agrees to the abrogation of all provisions of the existing treaties between the High Contracting Parties which limit the right of China to impose tonnage dues at such rates as she may think fit.

In regard to tonnage dues and all matters connected therewith, British ships in China and Chinese ships in those territories of His Britannic Majesty to which the present treaty applies, shall receive treatment not less favourable than that accorded to the ships of any other foreign country.

Article 4

The present treaty shall be ratified and the ratifications shall be exchanged in London as soon as possible. It shall come into force on the date on which the two Parties shall have notified each other that ratification has been effected. (2)

The English and Chinese texts of the present treaty have been carefully compared and verified; but in the event of there being a difference of meaning between the two the sense as expressed in the English text shall be held to prevail.

IN WITNESS WHEREOF the respective plenipotentiaries have signed the present treaty in duplicate, and have affixed thereunto their seals.

DONE at Nanking, the twentieth day of December, nineteen hundred and twenty-eight, corresponding to the twentieth day of the twelfth month of the seventeenth year of the Republic of China.

Miles W. Lampson
Chengting T. Wang

(2) By a protocol dated the 1st February, 1929, the treaty came into force on that date.

III

Sir M. Lampson to Dr. Wang

NANKING, December 20, 1928

Sir,

With reference to the treaty concluded this day between His Britannic Majesty and the President of the National Government of the Republic of China, I have the honour to request that Your Excellency will be good enough to confirm my understanding that:

1. Articles produced or manufactured in those territories of His Britannic Majesty to which the present treaty applies, and imported into China, and reciprocally articles produced or manufactured in China and imported into the said territories of His Britannic Majesty, from whatever place arriving, shall receive, as regards import duties, internal taxation, transit dues and all matters connected therewith, treatment not less favourable than that accorded to goods the produce or manufacture of any other foreign country.
2. Articles produced or manufactured in China and exported to those territories of His Britannic Majesty to which the present treaty applies, and reciprocally articles produced or manufactured in the said territories of His Britannic Majesty and exported to China, shall receive, as regards export duties, internal taxation and transit dues, levied before export, and all matters connected therewith, treatment not less favourable than that accorded to goods exported to any other foreign country.

I avail, &c.,

Miles W. Lampson

IV

Dr. Wang to Sir M. Lampson

MINISTRY OF FOREIGN AFFAIRS

NANKING, December 20, 1928

Excellency,

I have the honour to acknowledge the receipt of your Excellency's note of to-day's date, reading as follows:-

“With reference to the Treaty concluded this day between His Britannic Majesty and the President of the National Government of the Republic of China, I have the honour

to request that Your Excellency will be good enough to confirm my understanding that:

“1. Articles produced or manufactured in those territories of His Britannic Majesty to which the present treaty applies, and imported into China, and reciprocally articles produced or manufactured in China and imported into the said territories of His Britannic Majesty, from whatever place arriving, shall receive, as regards import duties, internal taxation, transit dues and all matters connected therewith, treatment not less favourable than that accorded to goods the produce or manufacture of any other foreign country.

“2. Articles produced or manufactured in China and exported to those territories of His Britannic Majesty to which the present treaty applies, and reciprocally articles produced or manufactured in the said territories of His Britannic Majesty and exported to China, shall receive, as regards export duties, internal taxation and transit dues, levied before export, and all matters connected therewith, treatment not less favourable than that accorded to goods exported to any other foreign country.”

I hereby confirm that your understanding is correct.

I avail, &c.,

Chengting T. Wang

V

Sir M. Lampson to Dr. Wang

NANKING, December 20, 1928

Sir,

With reference to the treaty concluded this day between His Britannic Majesty and the President of the National Government of the Republic of China, I have the honour to state that it is my understanding that the ad valorem rates of duty or the specific rates based thereon in the National Customs Tariff to be adopted by the National Government are the same as the rates which were discussed and provisionally agreed upon at the Tariff Conference of 1926, and that these are the maximum rates to be levied on British goods: furthermore, that these will remain the maximum rates on

such goods for the period of at least one year from the date of enforcement of the tariff: and that two months' notice will be given of the coming into force of the said tariff.

I shall be glad if Your Excellency will be good enough to confirm the correctness of the above.

In view of the doubt and anxiety that may arise amongst my nationals in regard to the effect which the new tariff may have on their trade if the various levies other than customs duties now being collected remain in force after the coming into operation of the national tariff rates, I would remind Your Excellency of the proclamation issued by the National Government of the Republic of China at Nanking on the 20th July, 1927, announcing their intention to take as soon as possible the necessary steps effectively to abolish li-kin, native customs dues, coast-trade duties and all other taxes on imported goods whether levied in transit or on arrival at destination, and I should welcome some assurance on behalf of the National Government that it is their intention that goods having once paid import duty to the Maritime Customs in accordance with the rates imposed in the new or any subsequent national tariff will be freed as soon as possible from any levies of the nature specified in the above-mentioned proclamation.

I avail, &c.,

Miles W. Lampson

VI

Dr. Wang to Sir M. Lampson

MINISTRY OF FOREIGN AFFAIRS

NANKING, December 20, 1928

Excellency,

With reference to Your Excellency's note of to-day's date, I have the honour to confirm the correctness of your understanding that the ad valorem rates of duty or the specific rates based thereon in the national customs tariff to be adopted by the National Government are the same as the rates which were discussed and

provisionally agreed upon at the Tariff Conference in 1926 and that these are the maximum rates to be levied on British goods: furthermore, that these will remain the maximum rates on such goods for a period of at least one year from the date of enforcement of the tariff: and that two months' notice will be given of the coming into force of the said tariff.

Furthermore, I am glad to be able to confirm, on behalf of the National Government, the terms of their proclamation of the 20th July, 1927, and to give you the assurance which you request that it is their intention that goods having once paid import duty to the Maritime Customs in accordance with the rates imposed in the new or any subsequent national tariff will be freed as soon as possible from any levies of the nature specified in the above-mentioned proclamation.

I avail, &c.,

Chengting T. Wang

VII

Dr. Wang to Sir M. Lampson

MINISTRY OF FOREIGN AFFAIRS

NANKING, December 20, 1928

Excellency,

With reference to the Treaty signed this day, I hereby declare on behalf of the National Government of the Republic of China that it is their intention to apply the new customs tariff uniformly on all land and sea frontiers of China and that, as from the date of the coming into force of the new tariff, the preferential rates at present levied on goods imported or exported by land frontier will accordingly be abolished.

I avail, &c.,

Chengting T. Wang

VIII

Sir M. Lampson to Dr. Wang

NANKING, December 20, 1928

Sir,

I have the honour to acknowledge receipt of the note of to-day's date in which Your Excellency declares on behalf of the National Government of the Republic of China that it is their intention to apply the new customs tariff uniformly on all land and sea frontiers of China and that, as from the date of the coming into force of the new tariff, the preferential rates at present levied on goods imported or exported by land frontier will accordingly be abolished.

I have taken due note of this declaration, with which His Majesty's Government in Great Britain are in full agreement.

I avail, &c.,

Miles M. Lampson



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Citations:

Bluebook 21st ed.

KAV 271[i] Canada. Import data exchange. July 29, 1987. In Force: Yes.

Chicago 7th ed.

"Import data exchange," (1987): [i]-[xiv]

McGill Guide 9th ed.

"Import data exchange" [1987] [i].

MLA 8th ed.

"Import data exchange." , , 1987, p. [i]-[xiv]. HeinOnline.

OSCOLA 4th ed.

'Import data exchange' (1987) [i]

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KAV 271
TIAS No.
Temp. State Dept. No. 87-250

CANADA
Import data exchange

Memorandum of understanding on the exchange of import
data, with annexes. Signed at Montreal July 29, 1987.
Entered into force July 29, 1987.

MEMORANDUM OF UNDERSTANDING
ON THE EXCHANGE OF IMPORT DATA
BETWEEN THE UNITED STATES AND CANADA

Considering that the United States and Canada account for the largest volume of international trade in goods of any two countries,

Considering that the management of bilateral trade relations between the United States and Canada in particular requires the accurate and complete collection and recording of statistics reflecting the trade flows between them, and that the records kept by both countries confirm rather than contradict each other,

Considering that it is the desire of the parties that each country replace bilateral export statistics with counterpart import statistics not later than 1990 at a mutually-agreed level of detail by exchanging individual import statistical data by January 1988, in the form in which they are now recorded; and to have each country introduce in its collection of import information the data elements required by the counterpart statistical agency,

Recognizing that import statistics are a more accurate measure of trade flows than the counterpart export statistics and that the exchange of such statistics will serve their respective interests;

Desiring to take advantage of their geographic proximity, and the introduction of a common method of describing and classifying goods in international trade,

The Bureau of the Census of the United States Department of Commerce; the U.S. Customs Service of the United States Department of Treasury; Statistics Canada; and the Department of National Revenue, Canada Customs and Excise (hereinafter referred to as "the Parties") agree to exchange import data pursuant to the following provisions:

ARTICLE 1

Information Exchanged

1. Information exchanged pursuant to this Memorandum of Understanding shall include information regarding importation of goods collected by the respective Customs services that exists or may exist in data captured form and that is submitted to the respective statistical agencies of the Parties. The information described in the preceding sentence does not include, however, data elements which identify individuals, businesses, or corporations to whom the information relates.
2. The information exchanged is to be used by the receiving party exclusively for statistical purposes, subject to the laws and regulations of the supplying party regarding the dissemination of confidential business information.

3. The Parties agree that those data elements not presently available from import entry documents are described in Annex I to this Memorandum of Understanding.
4. The Parties agree that information is to be exchanged in a manner and at a frequency mutually agreed upon by the Parties as described in Annex II to this Memorandum of Understanding.

ARTICLE 2

Problem Resolution and Monitoring

The Parties will each designate an official to be part of a committee of four persons, comprising one representative from each party, to monitor the administration and implementation of this Memorandum of Understanding. The Committee will resolve technical problems that may arise and will report to the Parties on the activities of this Memorandum of Understanding. The Committee will meet at least annually, or more frequently if necessary. The office of chairperson will rotate annually among these four Committee members.

ARTICLE 3

Operational Modifications

The Committee members will provide to each other reasonable prior notification of any intended changes regarding the production and availability of the data exchanged between the two countries.

ARTICLE 4

Costs

All expenses incurred in the provision of import data under this Memorandum of Understanding or its annexes will be paid by the country supplying such data.

ARTICLE 5

Entry into Force, Modification and Termination

This Memorandum of Understanding shall enter into force upon signature by authorized representatives of the Bureau of the Census of the United States, Department of Commerce; the U.S. Customs Service of the United States, Department of Treasury; Statistics Canada, and the Department of National Revenue, Canada Customs and Excise.

Any Parties to this Memorandum of Understanding may at any time propose modifications to it; such modifications as are adopted shall be in writing signed by all Parties. The respective Parties of each country may withdraw from this Memorandum of Understanding one year after notifying in writing each of the other Parties of the other country of such intent.

DONE, at Montréal this *29th* day of *July* 1987,
in duplicate, in the English and French languages, both texts
being equally authentic.

FAIT à Montréal, ce *29^{ème}* jour de *juillet* 1987,
en double exemplaire, en français et en anglais, les deux
versions faisant également foi.

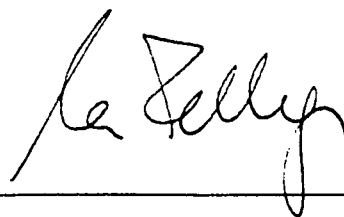
Bureau of the Census,
United States Department
of Commerce

Statistics Canada

Statistique Canada

le Bureau of the Census du
Department of Commerce
des États-Unis



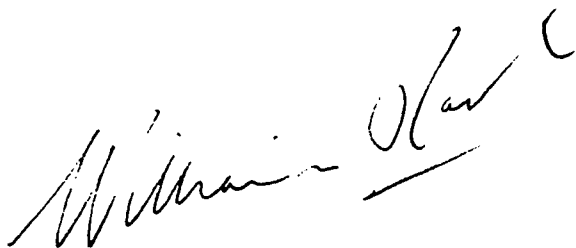


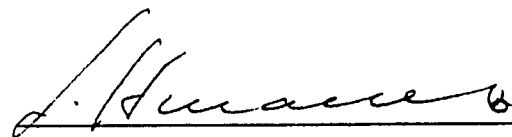
U.S. Customs Service,
United States Department
of the Treasury

Department of National Revenue,
Canada Customs and Excise

le U.S. Customs Service du
Department of the Treasury
des États-Unis

Ministère du Revenu national,
Douanes et Accise, du Canada,





ANNEX 1

Purpose

This Annex contains a list and description of required data items not currently available from counterpart Customs import data. The purpose of the lists set forth under parts A and B below is to ensure the same level of detail and quality in the statistics as those available on the date this Memorandum of Understanding is signed.

Listed below are the basic requirements that both countries have agreed to incorporate into their respective statistical systems by no later than 1990. The parties have agreed to continue using their respective export documentation until such time as the following list of statistical requirements for exports has been fully incorporated into their respective import documentation. Notwithstanding the above, declarations for exports may still be required in special isolated cases.

A. Requirements of Canadian Export Statistics

1. Identification of Canadian vendors.
2. Identification of the Province of Origin of Canadian exports.
3. Gross shipping weight of merchandise imported from Canada regardless of mode of transport.
4. Estimated freight charges to Canadian point of exit or to final destination.
5. Container information for all shipments.

B. Requirements of United States' Export Statistics

1. U.S. port of export ---- The crossing point for rail and truck shipments. For air and vessel shipments, the last port of call before carrier left U.S.
2. Air carrier/vessel manifest number or name.
3. Identification of State of Origin of U.S. exports.
4. Shipping weight for air and vessel shipments.
5. Relationship of the parties to the transaction ---- Related/Non-related.
6. Foreign trade zone number for exports out of zones.
7. Identification of U.S. vendor ---- Name and Address (or ZIP Code) and/or identification number.
8. Estimated freight charges to U.S. point of exit or final destination.
9. Date of exportation of merchandise.

ANNEX II

This Annex prescribes the manner, frequency and content by which import statistics will be exchanged between the Parties.

1. Manner and Frequency

Every month, the respective statistical agencies will prepare and transmit to the other on magnetic tape, individual import statistics for the other country. The data transmitted will be subjected to quality assurance procedures of the customs and statistical agencies of the supplying country. The tape(s) will contain all transactions processed for the last complete month available and will incorporate all amendments processed during the same period. The data tapes will be exchanged by employees of the statistical agencies on a schedule to be established by the agencies.

2. Content of Magnetic Tapes Exchanged

The following micro data elements will be provided on magnetic tape.

CANADA TO U.S.

<u>FIELD NAME/LENGTH</u>	<u>DESCRIPTION</u>
- Transaction Number (14 bytes)	Unique transaction identification number consisting of: a) Account security number b) Importer/broker assigned sequential number c) Check digit
- Customs Date Processed (6 bytes) (YYMMDD)	Date at which transaction was released by the Customs system.
- Subheader Number (2 bytes)	In instances where a B-3 covers multiple vendors, countries of origin, tariff treatment, currency codes, direct shipment dates or time limits, an additional sub-header is completed for each change. Sub-header number refers to separate lines on B-3.
- Line Number (3 bytes)	Each classification number (HS) requires a separate line number.
- Entry Type (2 bytes)	The number or letter code designation used on an accounting document to indicate the type of transactions or reason for the accounting document.

<u>FIELD NAME/LENGTH</u>	<u>DESCRIPTION</u>
- Cargo Control number (25 bytes)	The number assigned to a cargo control document for identification purposes. First 4-digits (carrier code) used to derive mode of transport.
- Mode of Transport (1 byte)	Method of transportation code derived from the cargo control number (Refers to last mode of transport). 1 Air 2 Express 3 Rail 4 Freight (truck) 5 Marine 6 Air 7 Pipeline 8 Mail 9 Others
- Customs Office (3 bytes)	Identifies the port of office responsible for the release or administrative processing of goods through Customs.
- Country of Origin (2 bytes)	The country where goods were grown, produced or manufactured. 2 character ISO country code used.
- Country of Export (3 bytes)	The country or U.S. State from which the goods were shipped directly to Canada. 2 character ISO country code used.
- HS Classification Code (10 bytes) (Input from Customs)	Harmonized Classification Code as received from Customs.
- HS Classification Code (10 bytes Final, S.T.C.)	Harmonized Classification Code after STC review. Harmonized System Code pos. 1-6 Tariff Code pos. 7-8 Statistical Suffix pos. 9-10
- HS Annex Code (4 bytes)	Concessionary tariff. Tariff applied for end use. Used in conjunction with the classification number to modify effective rate of duty.
- Unit of Measure (3 bytes)	Identifies the metric unit of measure to which the quantity of imports have been expressed. ISO metric alpha used.
- Quantity (Final) (5 bytes packed)	Represents the quantity of imported goods as verified by STC. Includes 3 decimal places

<u>FIELD NAME/LENGTH</u>	<u>DESCRIPTION</u>												
- Value (Final) (6 bytes packed decimal)	The value in Canadian funds, determined in accordance with the valuation provisions of the Customs Act, upon which duty is assessed. Value shown is after verification by STC.												
- STC Review Flag (1 byte)	Indicates if the transaction required auditor attention. R - verification clerk review S - referral officer review												
- Value for Duty Code (3 bytes)	Describes the method used for valuation of goods.												
- Duty Paid (6 bytes packed decimal)	Identifies the value of the payment levied by Customs on goods entering Canada.												
- Sales Tax (5 bytes packed decimal)	Federal tax applicable to all goods imported in Canada unless such goods are specifically exempted by the Excise Tax Act or its schedules.												
- Excise Tax (5 bytes packed decimal)	A tax levied on the sale or consumption of a commodity within Canada.												
- Special Authority Code (16 bytes) (OIC)	A decision, instruction, order, proclamation etc. issued by or under the authority of the governor in council.												
- Special Assessment Code (2 bytes packed decimal) (Countervailing)	Identifies the type of special assessment applicable to the goods being imported. <table> <tr> <th>1st digit</th><th>2nd digit</th></tr> <tr> <td></td><td>(Payment Mode)</td></tr> <tr> <td>1</td><td>antidumping</td></tr> <tr> <td>2</td><td>countervail</td></tr> <tr> <td>3</td><td>provisional</td></tr> <tr> <td>4</td><td>surtax</td></tr> </table>	1st digit	2nd digit		(Payment Mode)	1	antidumping	2	countervail	3	provisional	4	surtax
1st digit	2nd digit												
	(Payment Mode)												
1	antidumping												
2	countervail												
3	provisional												
4	surtax												
- Special Assessment Amount (2 bytes packed decimal)	Indicates the payment levied in Canadian funds as a result of a special duty assessment being applied.												
- CADEX Code (1 byte)	Indicates if the transaction was received through Customs Automated Data Exchange System (CADEX).												
- Invoice Line Number (4 bytes)	For CADEX entries the invoice line pertaining to the HS line transmitted.												
- Last Update (6 bytes)	Date a transaction was last updated by STC.												

The following control information will be provided in hard copy.

CANADA TO U.S.

- Total number and value of transactions by entry type.
- Total number and value of transactions by clearance port.
- Total number and value of transactions by entry month.
- Total number of amendments processed during the reference month and their associated values by 2-digit H.S. categories.

U.S. TO CANADA

<u>FIELD NAME/ LENGTH</u>	<u>NO. OF BYTES</u>	<u>DESCRIPTION</u>
PREFIX	1	TSUSA Prefix 0 = Regular Commodity 6 = 806 Commodity 8 = 807 Commodity A = GSP Commodity F = Textile Folklore Commodity C = Caribbean Basin Initiative Commodity I = Israel Preference Commodity
HCC	11	Harmonized Classification Code
COUNTRY	4	Country Code (Schedule C)
COUNTRY SUB CODE	1	Country Sub Code: 0 = Country of Origin 1 = Country of Shipment 2 = 807 Commodity 3 = 806 Commodity 4 = GSP Item 5 = Folklore Merchandise 9 = Caribbean Basin Initiative Item
DISTRICT OF ENTRY	2	District Code where carrier entered the United States
PORT OF ENTRY	2	Port Code where carrier entered United States
DISTRICT OF UNLADING	2	District Code where item taken off carrier.
PORT OF UNLADING	2	Port Code where item taken off carrier
RATE PROVISION	2	Rate Provision Code (Guide to Foreign Trade Statistics)
TYPE	1	Type Code 1 = Consumption and General 2 = Consumption Only 3 = General Only 5 = Consumption and General

<u>FIELD NAME/ LENGTH</u>	<u>NO. OF BYTES</u>	<u>DESCRIPTION</u>
MONTH	2	Month Code (01-12)
METHOD OF TRANSPORTATION	2	Method of Transportation Code: 1 = Vessel 2 = Other 3 = Air Second digit reserved for future use
CARTRIDGE	8	Cartridge Number (reel and file)
MANIFEST	4	Manifest Code: If MOT: 1 = Vessel ID 2 = Blank 3 = Air ID
ENTRY NUMBER	12	Customs Identification Number for item
FOREIGN PORT	5	Foreign Port Code
GOLD PLATE	1	Gold Plate Code (means of bypassing restrictions in the edit) C = Single Gold Plate (absolute edits are performed, and extended price edits performed) D = Double Gold Plate (only absolute edits performed) BLANK = Every Edit performed
HIGH VALUE	1	High Value Code: M = Value - \$1,000,000 BLANK = Value - \$1,000,000
DATE OF EXPORT	6	Date of Export from foreign country (month, day, year)
DATE OF IMPORT	6	Date of Import into the United States (month, day, year)
TSUSA RECODE	1	TSUSA Recode Code (identified TSUSA recoded or previously rejected items): * = Univac TSUSA Recode Q = Second quantity imputed on Entrex A = U.S. Goods Returned Entrex recode T = Textile TSUSA Recode I = Entrex TSUSA Recode R = Entrex Reject C = Univac Reject
QUANTITY ONE	10	First Unit of Quantity
VALUE	10	Customs Value
QUANTITY TWO	10	Second Unit of Quantity

<u>FIELD NAME/ LENGTH</u>	<u>NO. OF BYTES</u>	<u>DESCRIPTION</u>
SHIPPING WEIGHT	10	Shipping Weight in pounds
AGGREGATE	10	Aggregate Value or Charges (cost of lading, unloading insurance and freight from port to port)
UNITED STATES VALUE	10	Customs Value that represents U.S. goods returning to United States
AIR VALUE FLAG	1	Air Value Flag: * = Air Value _ \$1,000,000
VESSEL VALUE FLAG	1	Vessel Value Flag: * = Vessel Value _ \$500,000
SHIPPING WEIGHT IMPUTE FLAG	1	Shipping Weight Impute Flag: * = Shipping weight has been imputed
FOREIGN TRADE ZONE	4	Foreign Trade Zone Number First 3 characters = Foreign Trade Zone 4th character = Foreign Trade Sub Zone
SCHEDULE A REVISED	7	Schedule A Revised Code (Commodity Number)
UNIT PRICE	8	Unit Price shown to 3 decimal places
ORIGINAL SHIPPING WEIGHT	10	Original Shipping Weight. If the shipping weight has been imputed, the original shipping weight is placed here, otherwise this field will be 0.
QUANTITY FLAG	1	Quantity Flag: * = quantities have been reversed
VESSEL NAME	20	Vessel Name
ENTRY MONTH	2	Month of Entry. When paper work was filed with Customs
STATE CODE	2	2-Digit Alpha State Designator
VISA NUMBER	10	Visa Number
RELATIONSHIP	1	Relationship
TEXTILE DATE OF EXPORT	4	Textile Date of Exportation from originating country
LINE NUMBER	2	Line Number (item number on document)
ISO COUNTRY	2	ISO Country code (2-digit alpha country designator)
CUT NUMBER	1	Processing Cut Number

The following control information will be provided in hard copy.

U.S. TO CANADA

- Total number and value of transactions included in general imports from Canada and consumption imports from Canada.
- Total number and value of transactions by date of export month for each import type.
- Total value of imports from Canada by two-digit HS category.
- Total number of amendments processed during the reference month and their associated values by two-digit H.S. categories.

