- 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;