



Bahrain No. 1 (2026)

Agreement

between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Kingdom of Bahrain on Cooperation and Mutual Administrative Assistance in Customs Matters

Brussels, 23 June 2026

[The Agreement is not in force]

*Presented to Parliament
by the Secretary of State for Foreign, Commonwealth and Development Affairs
by Command of His Majesty
October 2026*



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**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE
GOVERNMENT OF THE KINGDOM OF BAHRAIN ON COOPERATION
AND MUTUAL ADMINISTRATIVE ASSISTANCE IN CUSTOMS
MATTERS**

PREAMBLE

The Government of the United Kingdom of Great Britain and Northern Ireland (“the United Kingdom”) on the one part, and the Government of the Kingdom of Bahrain on the other part, together referred to as “the Parties” and individually as “Party”;

CONSIDERING the importance of the accurate assessment of customs duties and other taxes and of ensuring proper enforcement by their customs authorities of prohibitions, restrictions and measures of control in respect of specific goods;

CONSIDERING that offences against customs law are prejudicial to the security of the Parties and their economic, commercial, fiscal, social, public health and cultural interests;

RECOGNISING the need for international cooperation in matters related to the application and enforcement of their customs law;

CONVINCED that action against customs offences can be made more effective by close cooperation between their customs authorities based on mutually agreed legal provisions;

HAVING regard to obligations under international conventions and agreements already accepted by, or applied to the Parties as well as customs related activities undertaken by the World Trade Organization;

HAVING regard to the instruments issued by the Customs Cooperation Council, now known as the World Customs Organization, particularly the Recommendation on Mutual Administrative Assistance of 5 December 1953;

HAVE AGREED AS FOLLOWS:

TITLE I

GENERAL PROVISIONS

ARTICLE 1

Definitions

For the purpose of this agreement:

- (a) “Agreement on Trade Facilitation” means the Agreement on Trade Facilitation annexed to the Protocol Amending the Agreement establishing the World Trade Organization, decision of 27 November 2014;
- (b) “controlled delivery” means the technique of allowing illicit or suspect consignments to pass out of, through or into the territory of a customs territory, with the knowledge and under the supervision of the competent authority of that customs territory, with a view to the investigation of an offence against a customs law and the identification of persons involved in the commission of the offence.
- (c) “customs authority” means:
 - with respect to the Kingdom of Bahrain, Customs Affairs under the Ministry of Interior in the Kingdom of Bahrain; and
 - with respect to the United Kingdom, His Majesty’s Revenue and Customs or its successor or, where relevant, any other authority responsible for customs matters within its territory. For greater certainty, with respect to the provisions of this Agreement which apply to the Bailiwick of Guernsey, the Bailiwick of Jersey or the Isle of Man, ‘customs authority’ shall also mean:
 - (i) for the Bailiwick of Jersey, the Jersey Customs & Immigration Service or its successor;
 - (ii) for the Bailiwick of Guernsey, Guernsey Customs & Immigration or its successor; and
 - (iii) for the Isle of Man, the Customs and Immigration Division of the Isle of Man Treasury or its successor;
- d) “customs law” means any legal and administrative provisions applicable or enforceable by either customs authority in connection with the importation, exportation, transshipment, transit, storage and movement of goods including legal and administrative provisions relating to measures of prohibition, restriction and control;
- e) “customs offence” means any violation or attempted violation of customs law;
- f) “information” means any data, including sets of data, whether or not processed or analysed, and documents, reports and other communications in any format, including electronic, or certified or authenticated copies thereof;

- g) “intellectual property” means all categories of intellectual property that are the subject of Sections 1 through 7 of Part II of the World Trade Organisation Agreement on Trade-Related Aspects of Intellectual Property Rights;
- h) “person” means a natural or a legal person;
- i) “personal data” means any data concerning an identified or identifiable natural person;
- j) “requested authority” means the customs authority which receives a request for assistance under this Agreement;
- k) “requesting authority” means the customs authority which makes a request for assistance under this Agreement;
- l) “requested Party” means the Party whose customs authority receives a request for assistance;
- m) “requesting Party” means the Party whose customs authority makes the request for assistance;
- n) “SAFE Framework” means the SAFE Framework of Standards to Secure and Facilitate Global Trade adopted at the June 2005 World Customs Organization Session in Brussels and as updated from time to time; and
- o) ‘suspicious activity’ means any activity that provides reasonable grounds to know or suspect that a customs offence is being committed or planned.

ARTICLE 2

Scope of the Agreement

1. Under this Agreement:
 - (a) Customs cooperation shall cover all matters relating to the application of customs law; and
 - (b) The mutual assistance on customs matters provided through the Parties’ customs authorities shall be in the manner and under the conditions laid down in this Agreement to ensure the correct application of customs law.
2. The Parties, through their customs authorities, undertake to develop customs cooperation within the areas of their competence. In particular, for the purposes of applying customs law and to give effect to the provisions of this Agreement the Parties shall:

- (a) co-operate and assist each other in the prevention, detection, investigation, verification or prosecution of offences against customs law;
- (b) establish and maintain channels of communications between their customs authorities to facilitate the secure and rapid exchange of information;
- (c) endeavour to co-operate in the research, development and application of new customs procedures including on trade facilitation measures in accordance with international standards;
- (d) facilitate effective coordination between their customs authorities;
- (e) endeavour to co-operate in training and exchange of personnel and experts; and
- (f) co-operate by mutual consent in any other administrative matters related to this Agreement that may from time to time require their joint action.

3. The provisions on mutual assistance in customs matters provided for in this Agreement apply to any customs authority of either Party. That assistance shall neither prejudice the provisions governing mutual assistance in criminal matters under international agreements nor the laws and regulations of each Party nor shall it cover information obtained under powers exercised at the request of a judicial authority, except where communication of such information is authorised by that authority.

4. Assistance to recover duties, taxes or fines is not covered by this Agreement.

ARTICLE 3

Facilitation of Customs Formalities

1. The Parties, through their customs authorities, may implement measures to facilitate the movement of goods and vehicles engaged in international transportation between their territories, in accordance with applicable international standards, including the World Customs Organization SAFE Framework of Standards.

2. The customs authorities may recognise each other's means of customs identification, including not only traditional seals and stamps but also electronic and digital identification methods enabled by smart security devices, as agreed upon by the Parties.

ARTICLE 4

Territorial Application

1. This Agreement shall apply, on the one hand, to the Kingdom of Bahrain, the territory of Bahrain as well as the maritime areas, seabed, and subsoil over which Bahrain exercises, in accordance with international law, sovereignty, sovereign rights, and jurisdiction.
2. This Agreement shall apply, on the other hand, to the United Kingdom and the following territories for whose international relations it is responsible: the Bailiwick of Jersey, the Bailiwick of Guernsey and the Isle of Man.

ARTICLE 5

Relation to other International Agreements

The provisions of this Agreement shall not affect the rights and obligations of the Parties under any other international agreement to which either Party is a party nor shall it affect their obligations resulting from membership in international organisations.

TITLE II

CUSTOMS COOPERATION

ARTICLE 6

Technical Cooperation

The Parties through their customs authorities may provide technical cooperation to each other, including cooperation on:

- (a) information exchange in the field of goods clearance for efficient customs control
- (b) training of customs officials;
- (c) exchange of personnel and experts in customs matters;
- (d) exchange of specific, scientific and technical information; and
- (e) exchange of experience in the use of emerging technology and technical solutions.

ARTICLE 7

Cooperation within International Organisations

The Parties through their customs authorities shall seek, where appropriate, to develop and strengthen their cooperation on topics of common interest with a view to facilitating discussions on customs matters in the framework of relevant international organisations such as the World Customs Organization and the World Trade Organization.

TITLE III

SPECIAL FORMS OF COOPERATION

ARTICLE 8

Authorised Economic Operators

1. Each Party shall establish or maintain a trade facilitation partnership programme for operators who meet specified criteria, hereinafter referred to as the Authorised Economic Operator (AEO) programme, in accordance with the SAFE Framework.
2. Each Party shall publish the specified criteria to qualify as an AEO. The specified criteria shall relate to compliance, or the risk of non-compliance, in accordance with requirements specified in the Party's law, regulations or procedures. The Parties may use the criteria set out in paragraph 7.2(a) of Article 7 of the Agreement on Trade Facilitation.
3. The specified criteria to qualify as an AEO shall not be designed or applied so as to afford or create arbitrary or unjustifiable discrimination between operators where the same conditions prevail. The specified criteria shall be designed or applied so as to allow the participation of small and medium-sized enterprises as set out in paragraph 7.2(b) of Article 7 of the Agreement on Trade Facilitation.
4. The AEO programme shall include specific benefits for such operators that meet the specified criteria, taking into account the commitments of each Party under paragraph 7.3 of Article 7 of the Agreement on Trade Facilitation.
5. The Parties may decide to enter into a mutual recognition arrangement in relation to their respective AEO programmes.
6. This Article shall not apply to the Bailiwick of Jersey or the Bailiwick of Guernsey.

ARTICLE 9

Controlled Delivery

1. The customs authorities may, by mutual arrangement, permit under their control, the movement of unlawful goods or goods suspected of being unlawful out of, through, or into their respective territories with a view to investigating and combating customs offences.
2. If granting such permission is not within the competence of the customs authority, that customs authority shall endeavour to initiate cooperation with the relevant authorities that have such competence, or it shall transfer the case to those authorities.

TITLE IV

MUTUAL ADMINISTRATIVE ASSISTANCE

ARTICLE 10

Assistance on Request

1. At the request of the requesting authority, the requested authority shall provide it with all relevant information which may enable it to ensure that customs law is correctly applied, including information regarding activities detected or planned which are or could be customs offences as well as information that facilitates the implementation of more efficient procedures concerning:
 - (a) determination of the customs value and classification of goods under their customs tariff;
 - (b) determination of the origin of goods;
 - (c) compliance with prohibitions and restrictions, in particular, on intellectual property rights enforcement; and
 - (d) detection of suspicious activity including the establishment of facts of illegal withdrawal of funds abroad.
2. At the request of the requesting authority, the requested authority shall inform it of whether:
 - (a) goods imported into a Party have been properly exported from the other Party, specifying where appropriate the customs procedure applied to the goods; and

- (b) goods exported from a Party have been properly imported into the other Party, specifying where appropriate the customs procedure applied to the goods.

3. At the request of the requesting authority, the requested authority shall take the necessary steps in accordance with its laws and regulations to ensure surveillance of and to provide the requesting authority with information on:

- (a) persons in respect of whom there are reasonable grounds for believing that they are or have been involved in customs offences;
- (b) places where stocks of goods have been or may be stored or assembled in such a way that there are reasonable grounds for believing that those goods are intended to be used in customs offences;
- (c) goods that are or may be transported in such a way that there are reasonable grounds for believing that they are intended to be used in customs offences;
- (d) means of transport that are or may be used in such a way that there are reasonable grounds for believing that they are intended to be used in customs offences; and
- (e) premises suspected by the requesting authority of being used to commit customs offences.

ARTICLE 11

Spontaneous Assistance

Wherever possible, on their own initiative, each customs authority shall assist the other customs authority in accordance with their laws and regulations by providing information on concluded, planned or ongoing activities which constitute customs offences, and which may be of interest to the other customs authority. The information shall focus in particular on:

- (a) goods known to be subject to customs offences;
- (b) persons in respect of whom there are reasonable grounds for believing they are or have been involved in customs offences;
- (c) means of transport in respect of which there are reasonable grounds for believing that they have been, are, or may be used in customs offences; and
- (d) new means or methods employed in carrying out customs offences.

ARTICLE 12

Form and Substance of Requests for Assistance

1. Requests pursuant to this Agreement shall be made in writing either in print or electronic format. They shall be accompanied by the documents necessary to enable compliance with the request. In the case of urgency, the requested authority may accept an oral request, but such oral requests shall be confirmed promptly in writing.
2. Requests pursuant to paragraph 1 shall include the following information:
 - (a) the name of the requesting authority and the requesting official;
 - (b) the type of assistance requested;
 - (c) the object of and the reasons for the request;
 - (d) the relevant laws and regulations;
 - (e) indications as exact and comprehensive as possible on the goods or persons who are the target of the investigations; and
 - (f) a summary of the relevant facts of the enquiries already carried out.
3. Requests shall be submitted in an official language of the requested authority or in a language that is acceptable to that authority. This requirement shall not apply to any documents that accompany the request under paragraph 1.
4. If a request does not meet the formal requirements set out in paragraphs 1 to 3, the requested authority may request the correction or completion of the request; pending such correction or completion precautionary measures may be ordered.

ARTICLE 13

Execution of Requests

1. In order to comply with a request for assistance, the requested authority shall proceed promptly, as though it were acting on its own account or at the request of another authority of the same Party, by supplying information already possessed, by carrying out appropriate enquiries or by arranging for them to be carried out. This paragraph shall also apply to any other authority to which the request has been addressed in accordance with this Agreement by the requested authority if the latter cannot act on its own.
2. Requests for assistance shall be executed in accordance with the laws and regulations of the requested Party.

3. Duly authorised officials of a Party may, with the agreement of the other Party and subject to the conditions laid down by the latter, be present in the offices of the requested authority or any other concerned authority as referred to in paragraph 1, to obtain information relating to activities that are or may be customs offences which the requesting authority needs for the purpose of this Agreement.

4. Duly authorised officials of a Party may, with the agreement of the other Party and subject to the conditions laid down by the latter, be present at enquiries carried out in the latter's territory.

5. Duly authorised officials of a Party shall, in relation to paragraph 4, act solely in an advisory capacity, and shall under no circumstances actively participate in the investigation or investigative activity, nor meet the individuals being questioned.

6. Duly authorised officials of a Party in the territory of the other Party:

- (a) must at all times be able to furnish proof of their official capacity;
- (b) shall not wear uniform, nor carry weapons; and
- (c) shall enjoy the same protection as that afforded to officials of the other Party, in accordance with the legal and administrative provisions in force there.

7. If the requested authority is not the appropriate agency to execute a request, it may, in addition to advising the requesting authority of the appropriate agency or applicable agreement, if known, transmit it to the appropriate agency.

8. In the event that the request cannot be complied with, the requesting authority shall be notified promptly of that fact with a statement of the reasons. The statement may be accompanied by information that the requested authority considers may be of assistance to the requesting authority.

ARTICLE 14

Form in which Information is to be Communicated

1. The requested authority shall communicate results of enquiries conducted pursuant to a request made under this Agreement to the requesting authority in writing together with relevant documents, certified copies of documents or other items.

2. The information communicated under paragraph 1 may be in electronic format.

3. Original files and documents shall be transmitted only upon request in cases where certified copies would be insufficient. Those originals shall be returned to the requested authority at the earliest opportunity.

4. The requested authority shall, under the provisions referred to in paragraph 3, deliver to the requesting authority any information related to the authenticity of the documents issued or certified by official agencies within its territory in support of a goods declaration.

ARTICLE 15

Delivery and Notification

1. At the request of the requesting authority, the requested authority shall take all necessary measures in accordance with its laws and regulations in order to deliver any documents and to notify any decisions of the requesting authority falling within the scope of this Agreement, to an addressee residing or established in the jurisdiction of the requested Party.
2. Such requests for the delivery of documents or the notification of decisions shall be made in writing in an official language of the requested authority or in a language acceptable to that authority.

ARTICLE 16

Exceptions to the obligation to provide assistance

1. Any form of assistance within the scope of this Agreement may be completely or partially refused, or may be subject to certain conditions or requirements, if the requested Party considers that assistance would:
 - (a) be likely to prejudice the sovereignty, security, public order, laws and regulations or other essential interests of the requested Party; or
 - (b) violate a trade secret or prejudice legitimate commercial interests.
2. Where the requesting authority seeks assistance which it would itself be unable to provide if so requested, it shall draw attention to that fact in its request. It shall then be for the requested authority to decide how to respond to such a request.
3. The requested authority may postpone the assistance on the grounds that such assistance will interfere with ongoing investigations, prosecutions or proceedings. 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. For the cases referred to in paragraph 1, the decision of the requested authority and the reasons thereof shall be communicated to the requesting authority without delay.

5. If the requested authority considers that the effort required to fulfil a request is clearly disproportionate to the expected benefit of the requesting authority, it may decline to provide the requested assistance.

6. If providing of assistance has been completely or partially refused, the requesting authority shall be informed without delay about the decision on denial and the reasons for it in written form.

ARTICLE 17

Experts and Witnesses

The requested authority may authorise its officials to appear, within the limitations of the authorisation granted, as experts or witnesses before an authority in the other Party regarding the matters covered by this Agreement, and produce such objects, documents or certified copies thereof as may be needed for this purpose. The request for appearance shall indicate specifically before which authority the official will have to appear, on what matters and by virtue of what title or qualification the official will be questioned.

ARTICLE 18

Assistance Expenses

1. Subject to paragraphs 2 and 3, the Parties shall waive any claims on each other for reimbursements of expenses 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 public service employees, shall be borne by the requesting Party.

3. If the execution of a request requires expenses of a substantial or extraordinary nature, the 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 V

INFORMATION EXCHANGE

ARTICLE 19

Automatic Exchange of Information

1. The Parties may, by mutual arrangement in accordance with this Article:
 - (a) exchange any information covered by this Agreement on an automatic basis; or
 - (b) exchange specific information covered by this Agreement in advance of the arrival of consignments in the territory of the other Party.
2. The Parties may establish arrangements on the type of information they wish to exchange, the format and the frequency of transmission to implement the exchanges under paragraph 1.

ARTICLE 20

Confidentiality and Protection of Information

1. Any information communicated in whatsoever form pursuant to this Agreement shall be considered to be of a confidential nature, in accordance with the laws and regulations of each Party and shall enjoy the protection extended to similar information under the relevant laws and regulations of the Party that received it, unless the Party which provided the information gives a prior consent to the disclosure of such information.
2. The exchange of personal data shall take place in accordance with the laws and regulations of the requested authority on international transfer of personal data. To enable the exchange of personal data, for the purpose of this Agreement the customs authorities commit to adhere to the principles set out in the Annex on Personal Data Protection to this Agreement.
3. The provisions set out in the Annex on Personal Data Protection shall be regularly reviewed by the Parties and shall be updated if the frequency, volume or sensitivity of personal data exchanges increase. The Parties shall consult with each other on all practical measures and arrangements necessary for the implementation of this paragraph.
4. Information obtained shall be used solely for the purposes of this Agreement. Where one of the Parties wishes to use such information for other purposes, it shall obtain the prior written consent of the customs authority which provided the information. Such use shall then be subject to any restrictions laid down by that authority.
5. Paragraph 4 shall not impede the use of information obtained in accordance with this Agreement as evidence in court or tribunal proceedings subsequently instituted in respect of customs law. Therefore, the Parties may in their records of evidence, reports and testimonies and in court or tribunal proceedings use as

evidence information obtained in accordance with the provisions of this Agreement. The customs authority which supplied that information shall be notified of such use.

6. Notwithstanding paragraph 4, unless otherwise notified by the requested authority providing the information, the requesting authority receiving the information may provide the information pursuant to this Agreement to the relevant law enforcement agencies of the Party. These agencies may only use this information for the correct application of customs law and shall be subject to the conditions set out in this Article.

7. This Article shall not preclude the use or disclosure of information to the extent that there is an obligation to do so under the laws and regulations of the Party of the customs authority that received it. Such customs authority shall, wherever possible, give advance notice of any such disclosure to the customs authority which provided the information. The Party that received the information shall, unless otherwise agreed by the Party which provided the information, wherever appropriate, use all available measures under the applicable laws and regulations of the former Party to maintain the confidentiality of information and to protect personal data as regards applications by a third party or other authorities for disclosure of the information concerned.

TITLE VI

FINAL PROVISIONS

ARTICLE 21

Implementation

1. This Agreement shall be implemented in accordance with the laws and regulations of the Parties, including in the field of data protection, and within the available resources of their respective customs authorities.

2. The customs authorities of the Parties shall be responsible for all practical measures and arrangements necessary for the implementation of this Agreement.

3. The customs authorities, where appropriate, may agree to meet or set up technical committees to ensure the proper implementation of this Agreement. The customs authorities shall fix by mutual agreement a place, a date and an agenda, for any meeting or technical committees under this Article.

4. With a view to supplementing the levels of cooperation and mutual administrative assistance in customs matters provided for in this Agreement, the Parties may agree to expand this Agreement by establishing arrangements on specific sectors or matters in accordance with the Parties' respective customs law.

ARTICLE 22

Settlement of Disputes

1. Any questions or disputes concerning the interpretation, implementation and application of this Agreement shall so far as possible be settled by negotiation between the Parties.
2. Disputes for which no solutions are found shall be settled by diplomatic means.

ARTICLE 23

Entry into Force, Amendments and Termination

1. This Agreement shall be approved by the Parties in accordance with their own internal procedures. It shall enter into force on the first day of the second month following the later of the Parties' notifications that they have completed their respective internal procedures.
2. This Agreement may be amended by mutual agreement of the Parties through diplomatic notes exchanged between them. Amendments shall enter into force under the same conditions as referred to in paragraph 1, except as otherwise agreed by the Parties.
3. Each Party may terminate this Agreement by giving notice to the other Party in writing. The termination shall take effect three months from the date of notification to the other Party. Requests for assistance which have been received prior to the termination of the Agreement shall be completed in accordance with the provisions of this Agreement.

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

DONE at Brussels on Twenty-sixth June 2026 done in duplicate in the English and Arabic languages both texts being equally authentic. In case of divergence of interpretation of the Agreement, the English text shall be applied.

**For the Government of
the United Kingdom of
Great Britain and
Northern Ireland:**

MEGAN SHAW

**For the Government of the
Kingdom of Bahrain:**

AHMED BIN HAMAD AL KALIFA

Annex on Personal Data Protection

Purpose

The Parties recognise the importance of the protection of personal data. The provisions in this Annex should be read with this Agreement and are only intended to relate to case-by-case personal data exchanged as part of this Agreement.

This Annex facilitates cooperation and sets out the practical arrangements, within the capabilities of the customs authorities, when personal data is transferred between the customs authorities under this Agreement.

Definitions

In addition to the definitions provided by this Agreement, the following definitions apply to this Annex:

“data subject” means an identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

“personal data” means any information relating to an identified or identifiable natural person (“data subject”), whether directly or indirectly, including but not limited to information such as name, family name, date of birth, address, identification numbers (including passport, tax or customs identification numbers), marital status, or any other information that may lead to the identification of that person. Personal data may also include sensitive information such as data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, genetic or biometric data, information relating to crimes or criminal acts, or data concerning a person’s health or sexual life or orientation, which shall be subject to an appropriate level of protection in accordance with the applicable laws;

“personal data breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed;

“processing” means any operation or set of operations which is performed on personal data or sets of personal data, whether or not by automated means, such as collecting, storing, transmitting, sharing, deleting or destruction of personal data;

“information security” means the protection of information and information systems from unauthorized access, use, disclosure,

disruption, modification, or destruction in order to provide confidentiality, integrity, and availability;

“professional secrecy” means the laws and regulations applicable to a customs authority obliging it not to disclose non-public information received in an official capacity;

“receiving customs authority” means the customs authority receiving the requested information pursuant to this Agreement;

“transferring customs authority” means the customs authority sending the requested information pursuant to this Agreement.

Transparency

1. Each customs authority shall make a transparency notice available to data subjects, describing in a clear and accessible manner, how personal data under this Annex may be processed by its customs authority, in its capacity as a transferring or receiving authority.
2. The transparency notice shall provide information on the purposes of processing, rights available to data subjects and procedures to exercise them, relevant safeguards, and any limitations or conditions applicable to such processing.
3. Each customs authority shall ensure that the transparency notice is published on an official government website and remains accessible to data subjects along with a copy of this Annex.
4. The Parties shall provide to each other the most current and accurate personal data available. In the event that either Party becomes aware that the personal data being relied upon is inaccurate, it shall notify the other Party immediately and provide the correct personal data, where available.

Access

5. Each customs authority shall ensure it has appropriate measures in place to respond to any enquiries and requests it receives from a data subject relating to the processing of their personal data pursuant to this Agreement without undue delay and no later than 30 days from the date it receives the request, subject to the restrictions in paragraphs 9 to 12 of this Annex. Where necessary, the 30-day period may be extended in accordance with time frames set out in the receiving Party's data protection laws and regulations.
6. The customs authority shall ensure that any information provided to the data subject shall be in an intelligible and easily accessible form, free of charge and with a clear and sufficient explanation of how the data subject's personal data is processed.

Correction and Deletion

7. Each customs authority shall, in accordance with its laws and regulations and the terms of this Annex ensure that a data subject is entitled to seek correction or deletion of their personal data that they assert is inaccurate subject to the restrictions in paragraphs 9 to 12 of this Annex. The customs authority shall decide whether to correct or delete the personal data and notify the data subject of its decision no later than 30 days from the date it receives the request. Where necessary, this 30-day period may be extended in accordance with the time frames set out in the receiving Party's data protection laws and regulations.
8. Where the customs authority concludes that the personal data it has received under this Agreement is inaccurate, has been improperly processed or has been kept longer than necessary, it shall take the necessary measures of correction or deletion as appropriate, and in accordance with the laws and regulations of the Party.

Restrictions

9. Each customs authority shall ensure that the measures referred to in paragraphs 4 to 7 are subject to the Party's legal obligations not to disclose confidential information pursuant to professional secrecy or other legal obligations restricting disclosure.
10. Each customs authority may limit or refuse disclosure where such disclosure would, or would be likely to, prejudice the supervisory or enforcement activities of an authority of the Party acting in the exercise of its official authority.
11. Each customs authority may apply restrictions on disclosure only where necessary, where the restriction is established in law, and in accordance with this Annex. Reliance on any such restriction shall continue only for so long as the justification for that restriction remains.
12. The customs authority receiving the request shall ensure that the relevant data subject is informed in writing about the restriction applied, without undue delay, unless doing so would prejudice the reasons for the restriction.

General Protections

13. The processing of personal data under this Agreement shall be overseen by:
 - a) for Bahrain, Ministry of Justice, Islamic Affairs and Waqf; and
 - b) for the UK, the Information Commissioner's Office or its successor;

for Jersey, the Jersey Office of the Information Commissioner (JOIC) or its successor;

for Guernsey, the Data Protection Authority (ODPA) or its successor;

for the Isle of Man, the Isle of Man Information Commissioner or its successor.

14. The responsibilities of the overseeing body shall include exercising independent oversight of personal data processed pursuant to this Agreement including this Annex in accordance with the Party's laws and regulations.
15. Each customs authority shall implement appropriate technical and organisational measures to ensure a level of security which is proportionate and necessary to the risk of processing the personal data under this Agreement.
16. Each customs authority shall retain personal data for no longer than necessary for the purposes of its transfer and processing, and in compliance with its domestic legal requirement governing data retention. When those purposes have been fulfilled, the personal data shall be securely destroyed in accordance with paragraph 17.
17. Each customs authority shall move, process, store and destroy personal data received from the other customs authority securely by applying personnel, physical and information security controls that offer an appropriate level of protection.
18. Each customs authority shall establish and maintain measures for the prevention, management and response to personal data breaches including remedying such breach. Any personal data breach, loss or other security incident affecting personal data exchanged pursuant to this Agreement shall be addressed in accordance with the laws and regulations of the customs authority where the incident occurred and notified to the other customs authority without undue delay and, in any case, within 72 hours of its discovery.
19. If solely automated decision making is going to be used to process the personal data shared or disclosed under this Agreement, additional safeguards must be agreed with the other customs authority prior to such process being implemented, to allow data subjects to challenge such decisions and seek human involvement.

Administrative Redress

20. Each customs authority shall ensure that a data subject is entitled to administrative redress where the data subject believes that a request falling within this Annex has been improperly denied.
21. Each customs authority shall provide that an independent person from that customs authority ("reviewer") reviews and, if appropriate, investigates any complaint raised by a data subject with a view to determining whether the processing of the data subject's personal data by the customs authority

constitutes an infringement of the Party's laws and regulations or any of the obligations in this Annex.

22. The reviewer shall formally respond in writing to the complaint within 30 days of its receipt, or in exceptional cases, within 45 days setting out its determination and any recommendations including details of the complaint escalation process and Judicial Redress.

Judicial Redress

23. Each customs authority shall ensure that if a data subject believes that the customs authority has failed to comply with the obligations set out in paragraphs 5 to 12 or 20 to 22 of this Annex or believes that their personal data has been subject to a personal data breach, the data subject can seek judicial redress against the customs authority before the supervisory authority or domestic court. Redress may include monetary compensation for damages.
24. In the event of a dispute under paragraph 23 between a data subject and the customs authority, the customs authority shall inform the other customs authority of the dispute. If appropriate, the other customs authority shall cooperate in resolving the dispute.
25. Paragraphs 22 and 23 are without prejudice to any other judicial redress available with respect to the processing of a data subject's personal data under the law of the Party.

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