

法規名稱：MEMORANDUM OF UNDERSTANDING BETWEEN THE POSTAL ADMINISTRATIONS OF CANADA AND OF TAIWAN, ROC CONCERNING EMS (AD.1998.09.23)

簽訂日期：民國 87 年 09 月 23 日

生效日期：民國 87 年 09 月 23 日

ARTICLE 1

Object of the Understanding and Definition

1.The service established by this Memorandum of Understanding between Canada Post Corporation and the General Directorate of Posts is the International Expedited Mail Service (EMS). This corresponds to "priority Courier International/Messageries Prioritaires Internationales" in Canada and EMS/Speedpost in Taiwan.

The service as defined under this agreement will be for items destined for delivery in Canada only.

2.The EMS service shall be the quickest postal service by physical means. It shall consist of the collection, dispatch and delivery in a very short space of time of correspondence, documents or goods.

ARTICLE 2

International EMS within the meaning of the present agreement

Contracting administrations may operate the following types of EMS:

- programmed items;
- on-demand items.

ARTICLE 3

Programmed items

1.Programmed items shall be accepted on the basis of a contract between the administration of posting and the sender. This contract shall lay down the timetable for posting and conveying

EMS Items as well as their frequency.

- 2.Canada Post will provide the administration of origin with a schedule of approximate delivery times to each location serviced, based upon scheduled flight arrival times.
- 3.For each Programmed Service contract, the administration of origin will provide Canada Post with the following information at least ten (10) days prior to commencing service pursuant to such contract:
 - (i) the identification number of the customer contract, which number must be indicated on each item sent;
 - (ii) the name and address of the sender and the addressee;
 - (iii) the days designated for despatch of items;
 - (iv) the time of day delivery is requested;
 - (v) the airline(s) and flight number(s) to be used; and
 - (vi) the starting date of the link.
- 4.Any amendment to the information provided in accordance with this paragraph is notified without delay, if need be by telegram, telex, telephone or facsimile.

ARTICLE 4

On-demand items

- 1.On-demand items shall be accepted without any contractual arrangement and without any previously laid down frequency.
- 2.Canada Post will provide the administration of origin with a schedule of approximate delivery times to each location to which On-demand Service is available based upon the schedules of the international flights used to carry On-demand items.
- 3.The administration is requested to inform Canada Post of all identification marks or numbers which it uses for each On-demand item.
- 4.The administration of origin is not required to provide Canada Post with notice prior to sending an On-demand item.

ARTICLE 5

Goods/Merchandise

Unless the contrary is specified, EMS items may contain goods/merchandise.

This service is for the conveyance of goods which may have a commercial value and which may be subject to duty and other import regulations in the country of destination. The same restrictions apply as for International Mail.

ARTICLE 6

Customs clearance

Canada Post will make all arrangements necessary for the expeditious customs clearance of EMS items. In order to facilitate this, Canada Post will advise the administration of origin of which items, acceptable for transmission, are subject to customs examination. Canada Post will collect from the addressees the customs duty and all other charges which may be due.

ARTICLE 7

Limits of weight and size

EMS items shall be admitted up to a maximum weight of 30 kg. They may not exceed 1.5 meters for any one dimension or 3 meters for the sum of the length and the greatest circumference measured in a direction other than the length.

ARTICLE 8

Charges

The charges shall be set by the administration of posting of the EMS items.

ARTICLE 9

Prohibited articles

The prohibitions provided for in the UPU Convention shall apply to EMS items as shall the restrictions on importation and trans-

it given in the List of Prohibited Articles published by the International Bureau of the Universal Postal Union. Valuable articles as defined in the Universal Postal Convention shall not be admitted.

ARTICLE 10

Forwarding

EMS items shall be sent by the fastest pre-arranged means of transport from the time of posting (or from the time they are collected from the sender) to delivery.

Administrations shall consult one another on this.

ARTICLE 11

Compensation

1. Terminal dues as defined in the Universal Postal Convention shall not apply to EMS items.
2. At the end of each calendar year, Canada Post will collect from the administration of origin a charge as compensation for the handling and delivery costs it has allocated for each item received.
3. Modifications of the charge may be made as follows:
 - (a) Canada Post may increase its charge when such an increase is necessary due to an increase in the costs of services.
 - (b) To be applicable, any such modification of the charge must:
 - (i) be communicated to the other administration at least three months in advance;
 - (ii) remain in force for at least one year, unless this Memorandum of Understanding is terminated or annulled.

ARTICLE 12

Internal Air Conveyance Dues

Canada Post Corporation, which provides air conveyance of received EMS items, is entitled to internal air conveyance dues in reimbursement of the costs of such conveyance. In accordance with corporate policy, Canada Post Corporation waives the internal a-

ir conveyance dues for EMS items, relying on its revised charge (Article 11) to recover this expense.

ARTICLE 13

Liability of Administrations

Each administration decides its own compensation policy in the case of loss, damage, theft or delay. Payment of compensation, if any, is to be the sole responsibility of the administration of origin. Neither administration may claim indemnification from the other administration.

ARTICLE 14

Undeliverable items

An item refused by the addressee or an undeliverable item shall be returned to the sender by international air mail at no extra charge.

ARTICLE 15

Reforwarding of missent items or bags

Every missent EMS item or bag shall be reforwarded by Canada Post international air mail with appropriate charges to its proper destination.

Canada Post Corporation notifies the administration of origin, by telex, telephone or facsimile, of the details concerning the arrival and redirection of each item or bag arriving out of course.

ARTICLE 16

Treatment of items wrongly accepted

- (a) When an EMS despatch containing an item prohibited under Article 09 has been admitted into the mailstream in error, that item shall be dealt with according to the legislation of the administration establishing its presence.
- (b) When the weight or the dimensions of an item exceed the limits established under Article 7, it is returned to the admi-

nistration of origin as an international air mail item, if Canada Post regulations do not permit delivery.

- (c) When an item is inadvertently sent to a location which is not serviced by EMS, Canada Post Corporation shall ensure the delivery of the item by the fastest postal means available.
- (d) When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin is informed how the item has been dealt with and of the restriction or prohibition which caused such treatment to be required.
- (e) In all such cases, Canada Post notifies the administration of origin, by telex, telephone, or facsimile of the details concerning the disposition of the EMS despatch.

ARTICLE 17

Inquiries

Canada Post shall reply as soon as possible and within 2 days to requests for information in respect of EMS items. The reply shall normally be sent by the same means as that used for the corresponding request for information (i.e., by telex, telephone, facsimile, EMS or electronic mail, etc.)

ARTICLE 18

Temporary suspension of service

Where justified by extraordinary circumstances, an administration may temporarily suspend the service. The other administration shall be informed immediately of such suspension and of the resumption of the service, if need be by telegram, telex, facsimile, electronic mail or telephone.

ARTICLE 19

Application of the Universal Postal Convention

The Universal Postal Convention and its Detailed Regulations shall be applicable by analogy in all cases not expressly governed by this Agreement and its Details of Implementation.

ARTICLE 20

Implementation of the Memorandum of Understanding

In order to give effect to this Memorandum of Understanding, Details of Implementation are drawn up and annexed thereto. In addition, each administration may adopt measures for the internal operation of its services not inconsistent with this Memorandum of Understanding or its Details of Implementation.

ARTICLE 21

Amendment

This Memorandum of Understanding and its Details of Implementation may be modified by mutual agreement on the basis of an exchange of letters, to which the text of the modified paragraph(s) is annexed.

ARTICLE 22

Effective Date and Duration of the Memorandum of Understanding

- (a) This Memorandum of Understanding takes effect on the date mutually agreed upon by the administrations.
- (b) This Memorandum of Understanding may be terminated by agreement or annuled at the instance of either administration, upon six months previous notice given to the other.

For the Canada Post Corporation	For the Directorate General of Posts-Taiwan
[Signed]	[Signed]
Director, International Relations	Director, International Department
15 May, 1998	23 September, 1998

DETAILS OF THE IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE POSTAL ADMINISTRATIONS OF CANADA AND OF TAIWAN CONCERNING EMS

ARTICLE 101

Information to be Supplied

Information to be supplied by the Administration of origin:

- (a) a complete set of labels and documents which will be used;
- (b) the charges set.

Information to be supplied by Canada Post Corporation:

Canada Post Corporation will notify the administration of origin of:

- (a) the places in the country in which the service is operated;
- (b) the offices of exchange to which the mails may be sent and the area served by those offices;
- (c) the latest times of acceptance of an item at the offices of exchange for it to be delivered;
- (d) the amount requested per item for compensation.

Any change in the above information is communicated immediately in writing to the other administration.

ARTICLE 102

Special address labels

The administration of origin shall make use of the colours blue (pantom 293) and orange (pantom151), the tags and EMS 13-character item identifier adopted by the CCPS. In addition, use shall be made, to the greatest degree practicable, of the following data fields which are considered necessary:

- bar-coded item identifier;
- sender's name, address and postal code;
- addressee's name, address and postal code;
- date and time sent;
- date and time received;
- signature;
- printed signatory (name);
- customs declaration CN 22, CN23, and commercial invoice as required, weight, description of contents, value, gift or merchandise;

-shipment costs.

ARTICLE 103

General Conditions of Dispatch

- 1.The items shall be placed in blue and orange EMS bags.
- 2.Despatches containing dutiable EMS items shall be bagged separately from non-dutiable despatches.
- 3.Each bag shall bear a blue and orange label clearly showing the office of exchange of destination.
- 4.A special document or a CN 31 form to which the indication EMS has been added shall be sent with each mail, inserted in the final bag.
- 5.Each item or EMS direct bag shall be entered separately on the form.
- 6.Each EMS item sent is listed separately on the manifest.
- 7.The manifest clearly indicates that the despatch contains EMS items. It also shows the despatch number and the type of service used. It also indicates which bags are dutiable and which are not.
- 8.Each EMS item must be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance.
- 9.Each EMS item must be packed and closed as not to present any dangers to officials called upon to handle it, and not to soil or damage other mail or postal equipment.
10. Each EMS item must be packed and closed such that it is impossible to tamper with the contents without leaving clear traces thereof.

ARTICLE 104

Delivery bill

- 1.An CN 38 shall be sent with each mail consignment.
- 2.The CN 38 shall show clearly that the mail contains EMS items as well as the total number of items.

ARTICLE 105

Checking of mails

On receipt of an EMS mail, Canada Post shall check whether the mail is in con-formity with the particulars recorded on the CN 38 and the manifest.

ARTICLE 106

Notification of irregularities

The administration of origin shall be notified at once by telex, telephone, electronic mail or telegram of any missing, missent or damaged bag or item. The irregularity shall be confirmed in writing.

ARTICLE 107

Return of items

In the event an item is returned, Canada Post shall give the reason for non-delivery on the item, either written by hand, by means of a stamped impression or by a label.

ARTICLE 108

Accounting and settlement of accounts

The procedure for settlement of accounts shall be as follows:

- (a) an invoice shall be prepared annually by Canada Post corporation, showing: (as per sample attached)
 - the total number of items received,
 - the charge payable per item,
 - the total amount payable in respect of compensation.
- (b) the invoice shall be prepared as soon as possible following the last day of the calendar year to which it refers;
- (c) after verifying the invoice, the administration of origin returns a copy within 30 days to Canada Post Corporation duly amended. If Canada Post Corporation disputes the amendments, it confirms the actual data by sending photocopies of relevant EMS manifests and notices of irregularities to the administration of origin. If Canada Post Corporation has not re-

ceived notice of amendment or acceptance within 30 days from the date of invoicing, the account is regarded as fully accepted;

- (d) payment shall be made as quickly as possible and at the latest within 2 months (30 days to accept+30 days to pay) from the date of invoicing.

ARTICLE 109

Effective date and duration of these details of implementation
These Details of Implementation take effect on the same date as the Memorandum of Understanding to which they refer.

These Details of Implementation and any amendments made pursuant to Article 21 of the Memorandum of Understanding, have the same duration as that Memorandum of Understanding.