

法規名稱：MEMORANDUM OF UNDERSTANDING BETWEEN THE POSTAL ADMINISTRATION OF THE REPUBLIC OF CHINA AND THE POSTAL ADMINISTRATION OF MALAWI CONCERNING THE OPERATION OF EMS (AD.1998.06.02)

簽訂日期：民國 87 年 06 月 02 日

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MEMORANDUM OF UNDERSTANDING

Article 1

OBJECT OF THE AGREEMENT

In accordance with Articles 3 and 57 of the Universal Postal Convention an exchange of International EMS items shall take place between Taiwan, ROC and Malawi.

Article 2

DEFINITION

- 2.1 EMS items shall be posted at regular intervals (Programmed Service) or irregularly at the request of the sender (On-demand Service).
- 2.2 Programmed items shall be conveyed over specially agreed links to guarantee delivery at the stipulated times.
- 2.3 On-demand items shall be forwarded to the Administration of destination over the most rapid links available.
- 2.4 EMS shall be available between all agreed points in Taiwan, ROC and Malawi.
- 2.5 EMS is called "EMS/SPEEDPOST" in Taiwan, ROC and EMS in Malawi.

Article 3

RECIPROCAL SERVICE

The service shall be reciprocal. Each Administration shall provide expeditious handling and delivery of incoming EMS items equal or superior to that provided for domestic postal items of like character.

Article 4

PROGRAMMED SERVICE

- 4.1 Both Administrations shall offer Programmed Service on a contractual basis to customers who agree to use the service on a designated schedule to send EMS items to designated addressee.
- 4.2 An "Establishment" shall be sent to the other Administration at least 10 days before a service is initiated. This Establishment shall contain the following information:
- the names and addresses of the sender and the designated addressee
 - license or contract number of the sender
 - the day or days of the week for mailing
 - flight to be used for dispatch
- 4.3 Both Administrations shall return a copy of Establishment duly completed with the anticipated delivery time.
- 4.4 Similar notice shall also be given to both administrations before a service is altered or cancelled.
- 4.5 If for any reason regular items are not sent, or are to be sent in a later dispatch, the fact will be indicated on a special "Manifest" .

Article 5

ON-DEMAND SERVICE

- 5.1 The service shall be offered to customers whether already under contract agreement or not, shipping on a non-scheduled basis.
- 5.2 Prior notice of sending is not required.

Article 6

GOODS

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

Article 7

PROHIBITED OBJECTS

The prohibitions provided for in the UPU Convention shall apply to EMS items likewise the restrictions on entry and transit given in the List of Prohibited Articles published by the International Bureau of the Universal Postal Union.

Article 8

LIMITS OF WEIGHT AND DIMENSIONS

- 8.1 The weight of each item shall not exceed 30 kilogrammes.
- 8.2 The weight of each mailbag shall not exceed 30 kilogrammes.
- 8.3 EMS items shall not exceed 1.5 metres for any one dimension or 3 metres for the sum of the length and the greatest circumference measured in a direction other than that of the length.

Article 9

INQUIRIES AND OTHER REQUESTS

- 9.1 Each Administration shall answer inquiries relating to items in the shortest possible time.
- 9.2 Inquiries shall be accepted only within a period of three months the date after that on which the item is posted.
- 9.3 This paragraph does not authorize routine requests for confirmation of delivery.

Article 10

UNDELIVERABLE ITEMS

An item refused by the addressee, or any other undeliverable item, shall be returned, at no charge, to the administration of origin by EMS.

Article 11

MISROUTING

- 11.1 EMS items or dispatches arriving at a wrong destination shall be sent directly to the proper destination by EMS.
- 11.2 Each administration shall charge the other for the redirection of such EMS items or dispatches.

11.3 If the administration to which an item is misrouted does not exchange EMS items with the proper receiving administration, the item shall be returned to the administration of origin by EMS.

11.4 The dispatching and receiving administration shall be informed by fax, telex or telegram of the measures taken.

Article 12

LIABILITY

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

Article 13

PAYMENT OF POSTAGE

All items shall have postage paid in accordance with methods approved by each Administration.

Article 14

PACKING

Each item shall be made up in such a way that the contents be sufficiently protected while permitting quick and easy verification.

Article 15

INDICATIONS ON THE OUTER COVER

The outer cover of EMS items must contain the following information:

- destination: "EMS" or the name indicated in Paragraph 2.5
- office and date of posting
- names and addresses of sender and addressee
- other indications requested by the receiving administration

Article 16

CHARGES

16.1 Each administration shall set down its own tariffs and retain the revenues generated from outgoing traffic.

16.2 Apart from the charges to be paid by the sender, there shall be no further postal charges payable either by the sender or by the addressee of an EMS item.

Article 17

CUSTOMS CLEARANCE

Each administration shall make all arrangements necessary for the fastest possible customs clearance of EMS items.

Article 18

COMPENSATION IN THE EVENT OF IMBALANCE IN EXCHANGES

18.1 Each administration shall set, in the event of imbalance in exchanges, a unit rate of compensation per item corresponding to the costs.

18.2 An imbalance maximum rate of 5 SDR per item on reciprocal shall be applied.

18.3 Terminal dues and internal conveyance dues as defined in the Universal Postal Convention shall not apply to EMS items

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Article 19

EXPEDITIOUS DELIVERY

The receiving administration shall make every effort to expedite clearance through customs and effect delivery via the fastest means available.

Article 20

EXCHANGE OF INFORMATION

The administrations shall exchange the following information:

- the areas to which EMS items can be sent
- anticipated delivery times based on flight arrival

- sorting system of items and the names of the exchange offices of destination
- flight schedule to be used
- other information necessary to commence and maintain the EMS service

Article 21

DISPATCHING

- 21.1 EMS items shall be placed in blue and orange EMS bags separately from other mail items.
- 21.2 Each bag shall bear a blue and orange label clearly showing the office of exchange of destination.
- 21.3 A special document "Manifest" or a CN31 (old C12) form to which the indication EMS has been added shall be sent with each dispatch. Each item shall be entered individually on the form.
- 21.4 EMS bags shall be sealed.
- 21.5 EMS bags shall be listed on a separate CN38 (old AV7), using a new serial dispatch sequence.

Article 22

TEMPORARY SUSPENSION OF SERVICE

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

Article 23

APPLICATION OF THE CONVENTION

The Universal Postal Convention and Detailed Regulations shall apply, where appropriate, by analogy, in all cases not expressly governed by this Memorandum of Understanding.

Article 24

AMENDMENT

This Memorandum of Understanding may be modified by mutual agreement on the basis of an exchange of letters including the text of the modified paragraph(s).

Article 25

ENTRY INTO FORCE

This Memorandum of Understanding shall come into force on a date mutually agreed upon by the administrations. It shall remain in operation until the expiration of twelve months from the date on which notice of termination is given by either administration.

Done at Taipei on June 2, 1998

Done at Lilongwe on September 7, 1998 in duplicate in the English language.

ON BEHALF OF POSTAL
ADMINISTRATION OF THE
REPUBLIC OF CHINA

ON BEHALF OF POSTAL
ADMINISTRATION OF MALAWI

[Signed]
Chen chiung-ling
Director General of Posts
Directorate General of Posts

[Signed]
Mr. J. M. Chiusiwa