

法規名稱：AGREEMENT ON THE INTERNATIONAL EXPRESS MAIL SERVICE (EMS) BETWEEN EMS GARANTPOST OF THE RUSSIAN FEDERATIVE AND THE POSTAL ADMINISTRATION OF TAIWAN, ROC (AD.1998.08.25)

簽訂日期：民國 87 年 08 月 25 日

生效日期：民國 87 年 08 月 25 日

ARTICLE 1. Purpose of the Agreement

This Agreement is drawn up in accordance with the Universal Postal Convention and its Detailed Regulations and shall govern the reciprocal exchange of International EMS (Express Mail Service) items between the parties to this Agreement-" EMS Garantpost " of the Russian Federation and the Postal Administration of Taiwan.

ARTICLE 2. Definitions

The terms used hereafter bear the following significance:

1.International EMS - the service established by this Agreement.

This shall be the quickest postal service by physical means.

It shall consist of the collection, dispatch and delivery of correspondence, documents or goods.

2.Party-an abbreviated form used to refer to one of the postal administrations of the countries signatory to this Agreement.

3.On-Demand Service - the International EMS service which allows a sender to send items to an addressee without any previously fixed schedule and on a contractual or non-contractual basis.

4.Programmed service - the international EMS service which allows the sender to send items to an addressee in accordance with a previously fixed schedule, on a contractual basis.

ARTICLE 3. The EMS network

The EMS service shall be offered in both directions between the Russian Federation and Taiwan in cities defined by each Party.

Should the service be extended, the Parties shall inform each other of the names of the cities between which the service is to be provided.

ARTICLE 4. Prohibited items

Convention in force are applicable to EMS

- 1.The prohibitions laid down in the UPU items, as are the import and transit restrictions included in the List of the Prohibited Articles published by the International Bureau of the Universal Postal Union.

ARTICLE 5. Weight and size limits

- 1.The weight of the item shall not exceed 30kg.
- 2.The weight of each EMS mailbag shall not:exceed 31,5 kg.
- 3.EMS items shall not exceed 1,5 m for any one dimension or 3 m for the sum of the length and the greatest circumference measured in a direction other than that of the length.

ARTICLE 6. Dispatching

- 1.The items shall be placed in blue and orange EMS bags.
- 2.Each bag shall bear a blue and orange label CN35 clearly showing the office of exchange of destination, number of dispatch and weight of the bag and number of items dispatched in it.
- 3.An EMS manifest shall accompany each dispatch, inserted in the final bag. CN31 letter bill or CN 33 special list may be used as a manifest. Each item shall be entered seperately on the manifest.
- 4.An air mail delivery bill CN38 indicating clearly that the mail contains EMS items shall accompany each dispatch. The total number of items and bags and total weight of the bags in the dispatch shall be entered on the air mail delivery bill.

ARTICLE 7. Packing

- 1.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.
- 2.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.

3. Each EMS item must be packed and closed such that it is impossible to tamper with the contents without leaving clear traces thereof.

ARTICLE 8. Verification of EMS dispatches and their contents

1. Upon receipt of an EMS dispatch, the administration of destination shall verify that the dispatch is consistent with the entries on the air mail delivery bill CN38 and letter bill CN31 and/or special list CN33.
2. Any evidence of missing, or damaged bags of items shall be reported to the administration of origin confirmed by verification note CN43 and by fax.

ARTICLE 9. Charges

Taking into account prices and requirements of the market, each Party shall determine the charges to be paid by senders for dispatch of EMS items and retain all the revenue obtained.

ARTICLE 10. Compensation in the event of imbalance in exchanges

1. In the event of an imbalance in exchanges, the Party which receives a greater number of items than the total it dispatches during the year has the right to claim from the other Party a remuneration for handling and delivery expenses in respect of each surplus item received.
2. Each Party shall establish an imbalance charge per item which shall correspond to the costs of services.
3. By mutual agreement both Parties will apply the imbalance charge 9 SDR.
4. Each Party may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services. To be applicable, any such modification of the charge must be communicated to the other Party at least 3 months in advance and should remain in force for at least one year.

5.The imbalance charge shall be collected if the difference in the number of items exchanged is more than one hundred.

ARTICLE 11. Internal air conveyance dues

- 1.Each Party which provides air conveyance of items within its country shall be entitled to reimbursement of internal air conveyance dues at rates established in the provisions of the Universal Postal Convention which govern internal air conveyance dues.
- 2.The accounts for internal air conveyance shall be prepared quarterly.

ARTICLE 12. Customs clearance

- 1.Customs clearance of EMS items shall be in accordance with the inner legislation of the contracting Parties.
- 2.Each Party will make all arrangements necessary for the expeditious customs clearance of EMS items.

ARTICLE 13. Liabilities

Each Party shall decide its own compensation policy in the case of loss, damage, theft or delay of EMS items posted in their country. The administration of origin shall be responsible for making indemnity payments to its senders, without recourse to the administration of destination.

ARTICLE 14. Undeliverable items

- 1.An item refused by the addressee or any other undeliverable item shall be returned at no extra charge to the Party of origin by International EMS.
- 2.Neither Party shall charge the other for the return of undeliverable items.
- 3.Each Party returning an undeliverable item shall clearly give the reasons for non-delivery of the item.

ARTICLE 15. Redirection of items or bags arriving out of course

1. Each EMS item or bag arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item.
2. Neither Party shall charge the other for the redirection of items arriving out of course.
3. The redirecting administration shall notify the administration of origin, by fax or telephone, of the details concerning the arrival and redirection of each item or bag arriving out of course.

ARTICLE 16. Transit despatches

The administrations will provide, by prior arrangement, transit by air for EMS despatches sent via their respective services, to destination countries with which EMS items are exchanged. They will advise each other of refonvardino and transit facilities. Regular use of these facilities shall be the subject of a separate agreement, which will include transit rates.

ARTICLE 17. Enquiries

1. Each Party shall answer within a week 1 enquiries relating to any EMS item posted by the other Party.
2. Enquiries shall be accepted only within four months from the day of posting.

ARTICLE 18. Period of retention of documents

1. Documents of the service shall be kept for a minimum period of six months from the day following the date to which they refer .
2. A document concerning a dispute or an enquiry shall be kept until the matter has been settled.

ARTICLE 19. Temporary suspension of Service

Where justified by extraordinary circumstances either Party may temporarily suspend the EMS service. The other Party shall be informed immediately of such a suspension and of the resumption

of service by telex, facsimile or electronic mail.

ARTICLE 20. Accounting, settlement of accounts

- 1.Accounts shall be settled in accordance with the provisions of the UPU Convention in force and its Detailed Regulations.
- 2.The procedures for accounting and settlement of accounts in the event of imbalance in exchange shall be as follows:
 - a) Each Party shall prepare quarterly a statement of EMS items received which indicates the number of items received based upon the air mail delivery bills CN38. These statements shall be forwarded to the Party of origin within 2 months following the quarter to which they relate;
 - b) After verifying the statement of the items received the origin Party shall advise the administration of destination of its acceptance. If verification reveals any discrepancies, a corrected statement shall be returned to the Party of destination duly accepted and amended. If the Party of destination disputes the amendments, it shall confirm the actual data by sending photocopies of relevant EMS air mail bills CN 38 compiled by the origin Party and/or CN 43 verification notes CN 43 to the Party of origin. If the destination Party has received no notice of amendment within 3 months from the date of forwarding the statement of EMS items received, the statement shall be regarded as fully accepted;
 - c) After each Party has accepted the statement of received items prepared by the other for all quarters of the expired year, the creditor Party shall prepare an annual detailed account which indicates:
 - the total number of EMS items received and dispatched;
 - imbalance in exchanges;
 - the imbalance charge per EMS item, fixed by the Party of destination, and the total amount due;

ARTICLE 21. Alterations or amendments

- 1.This Agreement may be altered or amended by mutual consent by

means of correspondence between the contracting Parties.

2.All correspondence between the Parties including enquiries, requests, verification and other notes, as well as replies to them, shall be sent by facsimile or in official letters by International EMS.

ARTICLE 22. Arbitration

Any dispute which arises between the Parties concerning the interpretation or application of this Agreement which cannot be resolved by them to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures of the UPU at the time that the dispute is submitted by either Party for arbitration.

ARTICLE 23. Application of the Universal Postal Convention

The Universal Postal Convention and its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement.

ARTICLE 24. Entry into force and duration

- 1.This Agreement shall enter into force on the date mutually agreed upon by the Parties, after it is signed by the authorised representatives of both Parties.
- 2.This Agreement shall expire three months after either Party notifies the other in writing of termination.

FOR THE POSTAL ADMINISTRATION OF Taiwan, Republic of China

Chen Chiung-ling

Director General of Posts

SEAL

DATE: August 25, 1998