

法規名稱：AGREEMENT ON THE INTERNATIONAL EXPRESS MAIL SERVICE (EMS) BETWEEN THE STATE ENTERPRISE SPECIAL POST AND THE POSTAL ADMINISTRATION OF TAIWAN, ROC AND DETAILED REGULATIONS (AD.2000.03.14)

簽訂日期：民國 89 年 03 月 14 日

生效日期：民國 89 年 03 月 14 日

The Postal Administration of Taiwan and the State Enterprise Special Post, hereinafter referred to as Parties, have agreed to initiated the International Express Mail Service (EMS) between Taiwan and Ukraine in accordance with the following terms and conditions:

Article 1. PURPOSE OF THE AGREEMENT

1.1. This Agreement regulates the reciprocal exchange of EMS items between Taiwan and Ukraine by virtue of Article 3 and Article 57 of the Universal Postal Convention and its Detailed Regulations (Seoul, 1994).

Article 2. DEFINITIONS

The terms used hereafter bear the following significance:

- 2.1. The EMS service- the International Express Mail Service, shall be the quickest postal service by physical means. It shall consist of the collection, dispatch and delivery of correspondence, documents or merchandises within the shortest possible time. The services of the EMS service are given to the enterprises, establishments, organizations, firms, foreign agencies and private persons.
- 2.2. Programmed service- a service option that allows the sender to mail EMS items in accordance with a previously fixed schedule on a contractual basis.
- 2.3. On-Demand Service- a service option which allows a sender to send EMS items without any previously fixed schedule both on a contractual and not-contractual basis.

Article 3. OPERATING ASPECTS

- 3.1. The operating aspects are stipulated in the Detailed Regulations of Agreement being its integral part.
- 3.2. Universal Postal Convention and its Detailed Regulations shall regulate aspects not stipulated by this Agreement and its Detailed Regulations in all cases.

Article 4. THE EMS NETWORK

- 4.1. The EMS service shall be offered in both directions between Ukraine and Taiwan in cities and populated localities defined by each Party. Should the EMS service be extended, the Parties shall inform each other of the names of cities and populated localities between which the service is to be provided.

Article 5. PROHIBITED ITEMS

- 5.1. The prohibitions laid down in the Universal Postal Convention in force are applicable to EMS items, as well as the import and transit restrictions included by each Party in the List of the Prohibited Articles published by the International Bureau of the Universal Postal Union (tB UPU).

Article 6. WEIGHT AND SIZE STANDARDS OF ITEMS

- 6.1. Items should meet to the following requirements of weight and size:
 - 6.1.1. EMS items shall not exceed 1,50m for any one dimension and 3,0m for the sum of the length and the greatest circumference measured in a direction other than that of the length ;
 - 6.1.2. The Standard maximum weight of item shall not exceed 20 kg;
 - 6.1.3. The Standard maximum weight of each mailbag shall not exceed 21,5 kg.
- 6.2. The Parties may agree to change the size and weight established standards by the way of negotiations.

Article 7. CHARGES TO BE COLLECTED FROM THE SENDER

7.1. Taking into account the costs of services and state of the market, each Party shall determine the charges to be collected from the sender for dispatch of EMS items and retain all the revenue obtained for each option of the service.

Article 8. CHARGES AND FEES TO BE COLLECTED FROM THE ADDRESSEE

8.1. Each Party shall be authorized to collect from the addressee the customs duty and other non-postal fees, if any, as well as a charge for the collection of such fees.

Article 9. TREATMENT OF ITEMS WRONGLY ACCEPTED

9.1. When an item containing an article prohibited under Article 5 of this Agreement has been wrongly admitted, the prohibited article shall be dealt with according to the legislation of the Party establishing its presence.

9.2. In case when the weight or the dimensions of an item exceed the standards established under Article 6, it should be delivered to the addressee as far as possible without any additional charge.

Article 10. REDIRECTION OF ITEMS ARRIVING OUT OF COURSE

10.1. Each EMS item or bag arriving out of course shall be redirected to its proper destination by the most direct route by the means used by the Party which has received this item or bag. The Administration shall not charge the other Party for the redirection of items arriving out of course. The redirecting Party shall notify the Party of origin and Party of destination about the item arriving out of course by the verification note.

Article 11. UNDELIVERABLE ITEMS

11.1. After unsuccessful attempts of delivery, the item shall be held at the disposal of the addressee for the period of retention provided by the regulations of the Party of destination.



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- 11.2. An item refused by the addressee shall be returned immediately to the Party of origin by the EMS service.
- 11.3. Neither Party shall charge the other for the return of undeliverable items.
- 11.4. Each Party returning an undeliverable item shall give clearly the reason for non-delivery of the item.

Article 12. REQUESTS AND INQUIRIES

- 12.1. Each Party shall answer the requests and inquiries of the other Party relating to EMS items within a period, not exceed 48 hours from the moments of its receiving by fax and within 7 days from the moment of its receiving by means of the EMS service.
- 12.2. Requests for information shall be accepted only within a period of two months from the day after that on which the item was posted.
- 12.3. This Article does not authorize routine requests for confirmation of delivery.

Article 13. LIABILITY OF THE PARTIES

- 13.1. The Parties shall be responsible to each other for the infringement of the terms of this Agreement.
- 13.2. Each Party shall be responsible and shall be free from the responsibility by virtue of Article 34 and Article 35 of the Universal Postal Convention in case of loss, theft, damage or delay of EMS items; shall determine independently the amount of compensation and indicate it in the Operating Guide IB UPU.
- 13.3. The Parties shall not be responsible for the customs declarations in any form, and the decisions made by the customs services during the verification of EMS items subjected to the customs control.

Article 14. SETTLEMENTS BETWEEN THE PARTIES



- 14.1. When this Agreement shall be signed, the Party which has received a larger quantity of EMS items than it has sent shall have the right to collect from the Party of origin the payment for imbalance according to the established imbalance charge.
- 14.2. Each administration shall establish an imbalance charge in conformity with the costs of service. The Parties have agreed to use the imbalance charges in respect one another:
- for the State Enterprise Special Post 6,5 SDR per each item in the imbalance in exchanges;
 - for the Postal Administration of Taiwan 6.5 SDR per each item in the imbalance in exchanges.
- 14.3. The Parties may make the modifications of the imbalance charge with consideration of changing the costs of services. Any modifications of the imbalance charge should be notified to the other Party at least three months in advance.

Article 15. CUSTOMS CONTROL

- 15.1. Customs control of EMS items shall be in accordance with the internal legislation of the contracting Parties.
- 15.2. Each Party will make all necessary arrangements for the expeditious customs control of EMS items.

Article 16. TRANSIT DISPATCHES

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

Article 17. FORCE MAJEURE

- 17.1. The Parties have agreed that in case of originating the force majeure circumstances (the action of the irresistible force, which does not depend on the will of the Parties),



namely: war, military actions, blockade, embargo, other international sanctions, currency restrictions, actions of the state, which do not give possibilities to execute the obligations by the Parties, as well as fires, floods, other natural disasters or seasonal natural phenomenon, the Parties shall be free from any responsibility if the terms of Agreement are not performed within the action of these circumstances.

- 17.2. The Party having encountered the above circumstances shall notify the other Party of the beginning of force majeure circumstances within the maximum period of 3 days by the means of the electrical communications. Besides the term of the action of the indicated circumstances should be confirmed by the documents. The sufficient evidence of the action of the force majeure circumstances is the document issued by Commerce and Industry Chamber of the responsible Party. otherwise this Party has not the right to pretend to the above circumstances hereafter.
- 17.3. If the period of action of force majeure circumstances exceeds 90 days, each Party has a right to break off the Agreement and shall be free from any responsibility for the cessation of the Agreement and the compensation of damages (except the return of the paid-up advance payments) on condition that other Party shall be notified at least 15 days before the breaking.
- 17.4. The originating of these circumstances is not the reason for the refusal from the payment of services granted up to before its originating.
- 17.5. The Party should send urgently the notification to other Party simultaneously with the suspension of the action of the force majeure circumstances. The term for the performance of the duties should be indicated in this notification.



18.1. Each Party may temporarily fully or partly suspend the service, other Party shall be informed immediately of such suspension by telex, telegraph, telephone or by the means electronic mail. The Party shall inform other Party about resumption of service by the same communications channels

Article 19. COORDINATION AND CONTRACTS

19.1. All operative questions, which may arise in connection with the execution of the terms of this Agreement by the Parties, should be decided by the below-mentioned representatives of the Parties:

19.2. From the Postal Administration of Taiwan: International Department Directorate General of Posts, Taipei, Taiwan

Tel: (+886 2) 2396 9133 or 2396 9116

19.3. From the State Enterprise Special Post:

G. Krotov

Chief of Center EMS

Tel.: (044) 220 41 36

Department of relations with foreign Administrations and Companies

Tel.: (044) 274-09-34

Article 20. VALIDITY, TERMINATION OR PROLONGATION OF THE AGREEMENT

20.1. This Agreement and its Detailed Regulations shall enter into force upon its signing by both Parties. This Agreement shall be considered as prolonged for the next calendar year if neither Party shall declare the other on its cessation.

20.2. This Agreement may be terminated under the initiative of any Party on condition that other Party shall be notified in writing three month before its dissolution, and on condition of complete and final settlements according to this Agreement.



20.3. All amendments and modifications to this Agreement and its Detailed Regulations shall be valid only if they made in writing by both Parties. All correspondence between the Parties, including the exchange of requests, verification notes and other messages should make by facsimile or official correspondence through EMS channels.

Article 21. ARBITRATION

21.1. All disputes or disagreements, which may arise at the time of the execution of this Agreement, must be settled by the way of negotiations.

21.2. If the Parties have not reached an understanding during negotiations the dispute shall be referred to the trial and final decision in IB UPU. The procedure of the Arbitration is stipulated in Article 128, Chapter 5 of the General Detailed Regulations UPU (Seoul, 1994).

Article 22, LEGAL ADDRESSES OF THE PARTIES

State Committee of Communications and Informatization of Ukraine	The Postal Administration of Taiwan, ROC
State Enterprise Special Post	International Department
3 Vokzafna Sq.	Directorate General of Posts
01032 Kyiv	Taipei, Taiwan 10603, ROC
Ukraine	Tel: (+886 2) 2396 9133
Tel.: (044) 220 41 36	(+886 2) 2396 9116
(044) 274 09 34	Fax: (+886 2) 2391 8302
(044) 225 33 81	Beneficiary:
Fax : (044) 244 00 79	Directorate General of Posts
Beneficiary: State Enterprise Special Post	Taipei, Taiwan 10603, ROC
Kiev, Ukraine	Account No.: 0170509302-3
01032	
3 Vdkzalnaya Sq.	

Taiwan concerning the International Express Mail Service have been drawn up in accordance with Article 3 of the above-mentioned Agreement.

Article 1. INFORMATION TO BE SUPPLIED BY THE PARTIES

1.1. Each Party shall notify the other Party of:

1.1.1. The necessary information concerning customs or other regulations, the prohibitions or restrictions governing the entry of EMS items in the territory of the Party or the areas for which it takes EMS items.

1.1.2. The provisions of the legislation or regulations applicable to the conveyance of EMS items.

1.2. The necessary and not stipulated information in these Detailed Regulations is indicated in the Operating Guide IB UPU and Additional Digest of the EMS exploitation.

Article 2. SERVICES OFFERED:

2.1. Programmed service:

2.1.1. When a contract for "Programmed service" is concluded with the user, the Party of origin shall forward the notification about the stipulated rules of sending the items according to the contract to the Party of destination, at least 10 days before the service comes into operation.

2.1.2. The Party of destination shall be likewise informed of any variations and additions in the stipulated rules of sending the items according to the contract with the user.

2.2. The Parties may agree of additional options of service in which the users are interested by the way of negotiations.

Article 3. ADDRESSES OF THE SENDER AND THE ADDRESSEE

3.1. To be admitted for mailing, each EMS item shall bear the names and complete addresses of the sender and addressee in roman letters and arabic figures (on the item itself or on a label firmly attached to it). The address signed by pencil is not admitted, but an item, the address on which is w-



ritten by chemical pencil on previously soaked surface, shall be received.

- 3.2. The Party of origin should recommend to the sender to put a copy of his address and the copy of the address of the addressee in the EMS item.

Article 4. ITEMS CONTAINING MERCHANDISE

- 4.1. Each item containing merchandise shall be applied by the accompanying address CP 71.
- 4.2. The addresses of the sender and addressee and any other information pointed out by the sender, should be identical on item and on the accompanying address. In case of divergences the information indicated on the item shall be considered valid.
- 4.3. Each item containing merchandise or any other article subject to customs duty shall be accompanied by a customs declaration on form CN 23 or a similar form. The customs declaration shall be securely attached to the accompanying address or stuck to the item.
- 4.4. The contents of each item shall be shown in detail on the customs declaration.
- 4.5. The sender may apply to the accompanying address any necessary document (account, license for export or import, medical certificate etc.) for customs control in the country of origin or country of destination.
- 4.6. Although the Party of origin assumes no responsibility for the accuracy of customs declarations, it shall inform the sender of the correct way to complete these declarations.

Article 5. DEFINITION OF THE SERVICE ITEM

- 5.1. The EMS items, which refer to the service correspondence sent by Postal Administrations and its establishments, shall be considered service items and shall be free from all postal duties.

Article 6. PACKING REQUIREMENTS

6.1. The EMS item shall 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. Packing and closing should protect the contents so that it could not be spoiled or damaged:

- Under pressure;
- Overloads and repeated processing;
- In case of the sharp variations of climate, temperature or during the aerial transportation, the fluctuations of air pressure.

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

mail or postal equipment.

6.3. Each item shall be packed and closed so as not to present any danger if it contains articles of a kind likely to injure officials called upon to handle it or to soil or damage other

6.4. Each item shall" have, on its packing or wrapping, sufficient space for service instructions, stamping and affixing labels.

6.5. As for the special packing, it shall be made up in accordance with the packing provisions of the Detailed Regulations of the Convention.

Article 7. GENERAL STANDARDS OF DISPATCHING

7.1. The EMS items in each dispatch shall be enclosed in blue and orange EMS bags.

7.2. Each bag shall bear a label CN 35, showing blue and orange chevron, which has been adopted as the EMS symbol.

7.3. The EMS items shall be sent in closed dispatches, and shall be accompanied by the letter bill CN 31 and the air mail delivery bill CN 38.



Article 8. LETTER BILLS

- 8.1. The letter bill CN 31 shall accompany each EMS dispatch on a form acceptable to each Party. The note "RETOUR" and the reason of the return shall be indicated in the letter bill in case of return of the item.
- 8.2. "On-demand" items and items sent through "the Programmed service" in a dispatch shall be entered individually on the letter bill.
- 8.3. The letter bill shall indicate clearly that the dispatch contains EMS items.

Article 9. AIR MAIL DELIVERY BILL

- 9.1. Each dispatch shall be accompanied by the air mail delivery bill CN 38 marked so as to indicate clearly that the dispatch contains international Express Mail.

Article 10. EXCHANGE OFFICES

- 10.1. The designated exchange offices of each Party shall carry out the exchange of EMS dispatches,
- 10.2. Each Party shall designate its EMS exchange offices to be used in the service and inform the other Party of the location of each such exchange office.
- 10.3. The list of the exchange offices is referred in the Operating Guide IB UPU.

Article 11. VERIFICATION OF EMS DISPATCHES AND ITS CONTENTS

- 11.1. Upon receipt of an EMS dispatch the Party of destination shall verify within the shortest possible time that the dispatch is consistent with the entries on the air mail delivery bill CN 38 and the letter bill CN 31.
- 11.2. Any evidence of missing or damaged bags or items shall be reported immediately to the Party of origin by telex or fax, as well as by verification note CN 43.

Article 12. REDIRECTION OF ITEMS ARRIVING OUT OF COURSE



12.1. The redirecting Party shall notify the details concerning the arrival and redirection of each item arriving out of course to the Administration I establishment of origin or Administration / establishment of destination by telex, fax or telephone as well as by verification note CN 43.

Article 13. RETURN OF ITEMS TO ORIGIN

13.1. The Party returned an item shall give the reason for non-delivery, written by hand on the item and in the documents accompanied it.

Article 14. RETURN OF EMPTY BAGS

14.1. The empty bags shall be returned to the Party possessed these bags in the direct dispatch within the shortest possible time and, if possible, likewise they arrive. The quantity of the bags returned by each dispatch should be indicated on the letter bill CN 31.

14.2. If the verification carried by the Party establishes that its services did not receive the bags in the term, which exceeds the time necessary for forwarding, it may claim the compensation of the cost of bags used its exchange offices and stated in IB UPU. The Party may decline to pay this compensation only in case of proving the fact of returning of empty bags.

Article 15. ACCOUNTING, SETTLEMENT OF ACCOUNTS

15.1. Parties shall prepare quarterly the recapitulative statements indicated the total number of EMS items received and in duplicate with the summaries of EMS statement, they shall be forwarded to other Party.

15.2. One copy of the recapitulative statement of items duly accepted within three months shall be returned to the Party of origin. The applied copies of EMS letter bills should confirm the amendments inserted in the summary of items.

15.3. After each Party has accepted the recapitulative statement-



ts the creditor Party may prepare quarterly a detailed account which indicates:

- the total number of accepted EMS items dispatched for the period,
- the total number of accepted EMS items received for the period,
- the imbalance,
- the imbalance charge,
- the total amount in SDR for the imbalance in exchanges.

15.4. The settlement of accounts shall be made within six weeks from the day of account affirmation .

15.5. The service items, arriving out of course and returned items shall be excluded from the settlements for the imbalance of ENIS items.

Article 16. DEFINITIONS

16.1. The definitions set forth in Article 2 of the Agreement shall be applicable to these Detailed Regulations.

Article 17. PERIOD OF REFENTION OF DOCUMENTS

17.1. Service documents shall be kept for a minimum period of eighteen months from the day following the date to which they refer.

17.2. Documents concerning disputes or inquiries shall be kept until the matter has been settled. If the inquiring Party, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

From the State Enterprise
Special Post
General director
P. Ogrinskij
Stamp

From the Postal Administration of Taiwan
Chen Chiung-ling
Director General of Posts
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