

法規名稱：MEMORANDUM OF UNDERSTANDING BETWEEN THE POSTAL ADMINISTRATION OF THE REPUBLIC OF CHINA AND THE POSTAL ADMINISTRATION OF THE REPUBLIC OF LITHUANIA CONCERNING THE OPERATION OF EMS (AD.1999.10.07)

簽訂日期：民國 88 年 10 月 07 日

生效日期：民國 88 年 11 月 11 日

Article 1 OBJECT OF TME 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 Lithuania.

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 Lithuania.

2.5 EMS is called "EMS/SPEEDPOST" in Taiwan, ROC and "IEMS/GREI-TASIS PASTAS" in Lithuania.

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 addre-

ssee.

- 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 20 kilograms.
- 8.2 The weight of each mailbag shall not exceed 30 kilograms.
- 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. Inquiries shall be presented by e-mail or fax.
- 9.2 Each Administration shall answer inquiries relating to items in the shortest possible time, but not longer than 3 days.
- 9.3 Inquiries shall be accepted only within a period of three months the date after that on which the item is posted.
- 9.4 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 e-mail, 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. Neitttrer administration may claim indemnification from the other administration.

Article 13 PAYNIENT OF POSTAGE

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

Article 14 PACKIMG

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

Articfe 15 INDICATIONS ON THE OUTER COVER

The outer cover of EMS items must contain the follswing 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 settle up for every EMS item according to the rates defined in the EMS Operational Guide.

18.2 In the event of imbalance in exchanges less than 50 units/items, a compensation for imbalance should be added to the next year's payment; or in case any party wishes, compensation may be joined to the total invoice.

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 night air
- 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 SUSPENSION OF SERVICE

22.1 The service is considered suspended when the parties fully settle up between themselves.

22.2 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 OCT.7 1999

Done at Vilnius ON SEPT,23 1999

in duplicate in the English language.

ON BEHALF OF POSTAL

ADMINISTRATION OF THE REPUBLIC OF

ON BEHALF OF POSTAL

ADMINISTRATION OF LITHUANIA

CHINA

Chen Chiung-ling

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