

法規名稱：(終)INTERNATIONAL EXPRESS MAIL AGREEMENT BETWEEN THE POSTAL ADMINISTRATION OF DENMARK INCLUDING THE FAROE ISLANDS AND TAIWAN, ROC (A.D.1985.10.22)

終止日期：民國 90 年 06 月 30 日

The undersigned, the postal administration of Denmark, including the Faroe Islands, and Taiwan by virtue of the authority vested in them according to Article 6 of the Universal Postal Convention, have concluded the following agreement:

Article 1

Purpose of the Agreement This Agreement shall govern the exchange of International Express Mail (EMS) between Denmark, including the Faroe Islands, and Taiwan. The name of this service is KURERPOST in Denmark and Speedpost in Taiwan.

Article 2

Definitions

As used herein the following terms shall have the indicated meanings:

- Administration-an abbreviated form used to refer to one of the postal administrations signatory to this Agreement;
- Convention--the Universal Postal Convention adopted by the Congress of the Universal Postal Union from time to time and by the postal administrations signatory to this administrative signatory to this Agreement.
- Detailed Regulations of the Convention-the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time;
- References made to the regulations of one or the other postal administration, or to their internal laws, concern the general regulation or law which governs the subject in question and which is applied without regard to the postal administration from which it originates.
- Scheduled service-an International Express Mail service option which allows a sender to enter into a contractual arrange-

ment to mail items on a designated schedule to designated addressees;

- On-demand service-an International Express Mail service option-which allows a sender to mail an time to addresses living in areas covered by the Express Mail service on a noncontractual basisand without any requirements for scheduling or prior designation addressee.

Article 3

Scheduled Service Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule, in principle at least once a month, to send items to designated addressees.

3.2 Each administration shall provide the other administration with a scheduled of approximate delivery times to each city or other location to which scheduled service is available, based upon the time scheduled of the international flights used to carry scheduled items.

3.3 For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least ten days prior to commencing service pursuant to such contract:

- (I) The identification number of the customer contract, which number shall be indicated on each item sent;
- (II) the names and addressees of the sender an designated addressee;
- (III) the days of the week designated by the customer as scheduled dispatch days;
- (VI) the time of day delivery is requested;
- (V) the air line and flight number to be used, and
- (IV) the date on which the service is established.

3.4 The administration of origin shall notify the administration of destination of any changes in the information referred to in Section 3 of this Article, if necessary by cable, telex or telephone.

Article 4

On-Demand Service

- 4.1 Each administration may offer ondemand service to a number of cities and locations mentioned by name, and each administration shall provide the other administration with a list of the cities and other locations to which on-demand service is available.
- 4.2 Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which on-demand service is available, based upon the time schedules of the international flights used to carry on-clemand items.
- 4.3 Each administration shall inform the other administration of all identification marks or numbers which it uses for each on-demand item.
- 4.4 The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

Article 5

Charges to be Collected From the Sender

Each administration shall fix the charges to be collected from its senders for sending items in the service and shall keep the total charges collected.

Article 6

Charges and Fees to be Collected From the Addressee

Each administration shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and a charge for the collection of such fees.

Article 7

Allocation of Costs for Traffic Imbalances

7.1 At the end of each calendar year, the administration which has received a larger quantity of International Express Mail items than it has sent during that year shall have the right to collect from the other administration, as compensation, an imbalance charge for the handling and delivery costs it has incurred for each additional item received.

7.2 Modifications of the imbalance

charge may be made as follows:

- Each administration 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 imbalance 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 Agreement expires or is cancelled in accordance with Article 24.2.

7.3 No imbalance charges shall be collected if the difference in the number of items exchanged is less than one hundred.

Article 8

Internal Air Conveyance Dues Each administration which provides air conveyance of EMS items within its country shall be entitled to reimbursement of internal air conveyance dues at rates established in the provisions of the Convention which govern internal air conveyance dues.

Article 9

Onward Air Conveyance

9.1 Each administration shall provide onward air conveyance service to or from any country with which it exchanges International Express Mail items, for items addressed to or originating in the other administration.

9.2 For each item forwarded pursuant to this article, the admin-

istration providing onward air conveyance services shall be authorized to collect from the other administration the onward air conveyance rates applicable to airmail under the Convention.

Article 10 Entry of Items.

Delivery, and Customs Clearance

10.1 Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing entry of postal items in its service.

10.2 Each administration shall make every effort to expedite customs clearance and, in accordance with its regulations, for the type of service used, make every effort to effect delivery of each item by the fastest means available.

Article 11

Items which are not Admitted Coins, bearer securities, platinum, gold or silver (whether manufactured or not), precious stones, jewelry, and other valuables are not admitted.

Article 12

Prohibitions

The provisions of the Convention governing prohibitions shall be applicable to Express Mail items.

The same holds for the import and transit restrictions of each of the two administrations entered in the list published by the International Bureau of the Universal Postal Union.

Article 13

Limits of Size and Weight

An item of International Express Mail:

An item of International Express

-- shall not exceed 1.500 millimeters for any one dimension nor 3 meters for the sum of the length and the greatest circumference

- rence measured in a direction other than that of the length,
- shall not measure less than 90 x 140 millimeters with a margin of 2 millimeters, and
 - shall not exceed 20 kilograms in weight.

Article 14

Treatment of Items

Wrongly Accepted

- 14.1 When an item containing an article prohibited under Articles 11 or 12 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.
- 14.2 When the weight or the dimensions of an item exceed the limits established under Article 13, it shall be returned to the administration of origin as an Express Mail item, if the regulations of the administration of destination do not permit delivery.
- 14.3 When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

Article 15

Undeliverable Items.

Return to Origin

- 15.1 After every reasonable effort to deliver an item has proven unsuccessful, the item shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.
- 15.2 An item refused by the addressee shall be returned immediately to the administration of origin. Each undeliverable item shall be returned to the administration of origin through the International Express Mail service. Neither admini-

stration shall charge the other for the return of undeliverable items.

Article 16

Items Arriving Out of Course and to be Redirected Each item 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. Neither administration shall charge the other for the redirection of items arriving out of course.

Article 17

Inquiries

- 17.1 Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to any International Express Mail item posted by the other administration.
- 17.2 Inquiries shall be accepted only within a period of four months from the date after that on which the item was posted.
- 17.3 This article does not authorize routine requests for confirmation of delivery.

Article 18

Liability of Administration

Each administration shall establish its own policy concerning liability in cases of loss, damage, theft or delay in delivery of International Express Mail items. The administration or origin shall be responsible for making indemnity payments, if any, to its senders, without recourse to the other administration

Article 19

No Additional Rates, Charges, or Fees The administrations may collect only the rates, charges, and fees established under this Agreement.

Article 20

Temporary Suspension and Resumption of the Service

20.1 If extraordinary circumstances require it, each administration is entitled to temporarily suspend the service, wholly or partially.

20.2 The other administration shall be notified immediately after the suspension or the resumption of the service takes effect if necessary by cable, telex or telephone.

Article 21

Detailed Regulations

Details of implementation of the Agreement shall be governed by its Detailed Regulations at appendix to this Agreement.

Furthermore, each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

Article 22

Alterations or Amendments This Agreement or its Detailed Regulations may be altered or amended by mutual consent by means of correspondence between officials of each administration who have been authorized to make such alterations or amendments containing the new wording of the Articles which have been altered or amended.

Article 23

Application of the Convention

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

Article 24

Entry into Force and Duration

24.1 This Agreement shall enter into force on the date mutually

agreed upon by the administrations.

24.2 When this Agreement has been in force for twelve months, it may be terminated by mutual consent or by either administrations provided that the other administration is notified in writing six months before the termination takes effect. Done in duplicate and signed in Copenhagen on the 22th day of October, 1985 and in Taipei on the 5th day of October, 1985 For the postal administration of Denmark:

[Signed]

Børge Nordbo

Head of International Office For the postal administration of Taiwan

[Signed]

John S. T. Wang

Director General of Posts,
Taipei, Taiwan ROC

DETAILED REGULATIONS OF THE INTERNATIONAL EXPRESS MAIL AGREEMENT
BETWEEN THE POSTAL ADMINISTRATION OF DENMARK INCLUDING THE FAROE
ISLANDS AND TAIWAN ROC

The undersigned, by virtue of the authority vested in them according to Article 21 of the Agreement, have drawn up the following Detailed Regulations for implementation of the International Express Mail Agreement between the Postal Administration of Denmark, including the Faroe Islands, and the Postal Administration of Taiwan.

Article 101

Information to be Supplied By the Administrations

101.1 Each administration shall notify the other administrations of:

- the provisions of its laws or regulations applicable to the conveyance of International Express Mail items;
- the rates and dues established under the Agreement;
- the forms, labels and other documentation which it req-



uires in the service; and

- the minimum amount of time required for the transit of Express Mail items.

101.2 Any charge of the information mentioned in 101.1 shall be communicated in writing immediately to the other administration.

Article 102 Requirements with regard to

Express Mail Items

To be admitted for mailing, the item may not contain any of the prohibited objects mentioned in Article 11 and 12 in the Agreement. Furthermore, each item of Express Mail shall

- bear, in roman letters and arabic figures on the item itself or on a label firmly attached to it, the names and complete addresses of the sender and of the addressee, the number of the contract and the date of dispatch.
- have, on its packing or wrapping, sufficient space for service instructions and for affixing C 1 labels.
- 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 conveyance.
- be packed and closed so as not to present any danger to officials called upon to handle it, or to soil or damage other mail or postal equipment.

Article 103

General Makeup of Mails

103.1 International Express Mail dispatches shall be made up in closed mails, and shall be accompanied by the air mail delivery bill required by these detailed regulations.

103.2 The items shall be accompanied by a C 12 letter bill or a manifest and be enclosed in blue and orange Express Mail bags.

103.3 Each bag shall bear a label, showing the blue and orange chevron which has been adopted as the International Express Mail identification symbol.

Each bag label shall clearly indicate:

- the exchange office of destination; and
- the type of service used.

Article 104

Manifest

- 104.1 A C 12 letter bill or an International Express Mail Manifest, on a form acceptable to each administration, shall accompany each dispatch.
- 104.2 Each item sent through the scheduled service shall be listed separately on the C 12 letter bill or the manifest. If no items are sent under a scheduled service contract, the contract number and the fact that no items were sent shall be entered on the manifest.
- 104.3 The manifest shall clearly indicate that the dispatch contains International Express Mail items. Furthermore, the number of the dispatch as well as the type of service used shall be indicated on the manifest.

Article 105

Air mail Delivery Bill

- 105.1 An air mail delivery bill, on Universal Postal Union Form AV 7, shall accompany each dispatch.
- 105.2 The air mail delivery bill shall be marked so as to indicate clearly that the dispatch contains International Express Mail.

Article 106

Exchange Offices

- 106.1 The exchange of dispatches of International Express Mail shall be carried out by the designated exchange offices of each administration,
- 106.2 Each administration shall give the other administration advance notice of redesignation of, closing down of, or addition to its exchange offices.

Article 107

Verification of Dispatches and their Contents

107.1 Upon receipt of an International Express Mail dispatch, the administration of destination shall verify that the dispatch is consistent with the entries on the air mail delivery bill.

107.2 The contents of each dispatch shall be verified as soon as possible, at an office designated by the administration of destination, to confirm their conformity with the manifest .

Article 108

Notification of Irregularities

108.1 Any evidence of irregularities of any kind, theft, missing or damaged bags or items upon receipt of the dispatches shall be reported to the administration of origin by telex or telephone and confirmed in writing subsequently.

108.2 All other actions taken in connection with any irregularity shall be governed by the regulations of the administration of destination.

Article 109

Redirection of Items

Arriving Out of Course

The redirecting administration shall notify the administration of origin, by telex or telephone, of the details concerning the arrival and redirection of each item or bag arriving out of course.

Article 110

Return of Items to Origin

Each administration which returns an item for any reason whatsoever shall give, either written by hand or by means of a stamped impression or label on the item and on the manifest which accom-

panies it, the reason for non-delivery.

Article 111

Accounting, Settlement of Accounts

111.1 The procedures for accounting and for the settlement of accounts for internal air conveyance shall be governed by the provisions covering accounting for air mail in the Delicated Regulation of the Convention.

111.2 The procedures for accounting and settlement of accounts for allocation of surface costs for traffic imbalances shall be as follows:

- The settlement shall take place at the end of each calendar year.
- Each administration shall prepare quarterly a statement of items received in a mutually acceptable form which indicates the number of items received in each dispatch based upon the manifests.

These forms shall be forwarded to the administration of origin within two months from the end of the quarter.

- After verifying the statement of items received, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant manifests and notifications of irregularities to the administration of origin. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.
- After each administration has accepted the statement of items received prepared by the other, the creditor adm-



inistration shall prepare annually a detailed account and statement of charges in a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

- Accounts shall be closed within 6 months after the last day of the settlement period.

Article 112

Period of Retention of Documents

112.1 Documents of the service shall be kept for a minimum period of 18 months from the day following the date to which they refer.

112.2 A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, 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.

Article 113

Entry into Force and Duration

113.1 These Detailed Regulations shall enter into force on the same date as the International Express Mail Agreement to which they refer.

113.2 These Detailed Regulations, as well as any amendment made in accordance with Article 22 of the Agreement, shall be of the same duration as the International Express Agreement to which they refer.

Done in duplicate and signed in Copenhagen on the 22th day of October 1985 and in Taipei on the 5th day of October 1985

For the Postal Administration of Denmark:

[Signed]

Børge Nordbo

Head of International Office

For the Postal Administration of Taiwan:

[Signed]

John S.T.Wang

Director General of Posts, Taipei, Taiwan ROC