

法規名稱：MEMORANDUM OF UNDERSTANDING BETWEEN ETHIOPIA AND TAIWAN, ROC CONCERNING INTERNATIONAL EXPRESS MAIL SERVICES (EMS) (A.D.1990.12.28)

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Article 1 PURPOSE OF AGREEMENT

This memorandum regulates the reciprocal exchange of International EMS items between the two contracting administrations.

Article 2 DEFINITIONS

The terms used hereafter bear the following significance:

2.1 International EMS -- the service established by this memorandum.

Programmed service -- the International EMS service which allows a sender to send items to an addressee in accordance with a previously fixed schedule, on a contractual basis. This will operate from Ethiopia to TAIWAN, ROC and from TAIWAN, ROC to Ethiopia.

2.3 On-demand service -- the International EMS service which allows the sender to send items to an addressee without a previously fixed schedule and on a contractual or non- contractual basis. This will operate from Ethiopia to TAIWAN, ROC and from TAIWAN, ROC to Ethiopia.

Article 3 PROGRAMMED SERVICE

3.1 Each administration shall offer a programmed service on a contractual basis to users who agree to use the service, on a previously agreed level of frequency.

3.2 Each administration shall supply the other with a list of delivery areas where the service is available, together with a list of the delivery standards applicable to items sent to those addresses in those areas.

3.3 Prior to the signing of any contract with the sender, the destination Administration shall be consulted with regard to the routing and delivery standards, by means of a form drawn

up for that purpose, at least 10 days prior to the commencement of the service.

3.4 The form shall contain the following information:

- the name and addresses of the sender and the addressee.
- the days on which the items are to be despatched and the conditions of transport.
- the date of despatch of the first item.

3.5 The administrations concerned shall be notified of any variation in the operation of an exchange or the termination thereof.

Article 4 SUMMARY OF SERVICE

4.1 Programmed and on-demand service shall be available for Business Paper items between Ethiopia and TAIWAN ,ROC and TAIWAN, ROC and Ethiopia.

4.2 Programmed and on-demand services shall be available for merchandise items between Ethiopia and TAIWAN, ROC and TAIWAN , ROC and Ethiopia.

Article 5 POSTAGE

All items shall be stamped, franked or marked in accordance with the method admitted by the administration of origin. Article 6
FEES TO BE PAID BY THE SENDER

Each administration shall determine the fees to be paid by the senders for the despatch of their items, and shall retain all the revenue obtained.

Article 7 CHARGES AND FEES TO BE PAID BY THE ADDRESSEE

Each administration is authorised to collect, from the addressee, any customs charges, duty, taxes, and any other fees which have been incurred.

Article 8 PROHIBITED ITEMS

8.1 The prohibitions provided for in the UPU convention shall apply to EMS items, as shall the restrictions on importation

and transit given in the list of prohibited articles published by the International Bureau of the Universal Postal Union.

8.2 Valuable articles as defined in the Universal Postal Convention shall not be admitted.

Article 9 ADMITTED ITEMS

Each administration shall communicate to the other the necessary information on Customs and/ or any other regulations relating to prohibitions or restrictions, governing entry of postal items, including valuables into its service.

9.2 Each administration shall arrange for expeditious customs clearance of EMS items, and shall make every effort to forward each item by the fastest available means.

Article 10 SIZE AND WEIGHT LIMITS

10.1 International EMS items exchanged under the terms of this memorandum shall normally be subject to the following size limits.

- length+girth combined=3 metres
- maximum of 1.5 metres in any one dimension.

10.2 International EMS items exchanged under the terms of this memorandum, shall normally be subject to the following weight limit:

- maximum weight for any single item of 30 kg.
- no limit on the weight of a consignment.

10.3 The weight of individual EMS bags exchanged shall not normally exceed 20 kg.

10.4 Items and/or bage exceeding these size and weight limits may be exchanged provided that each Administration gives formal agreement.

Article 11 TREATMENT OF ITEMS WRONGLY ACCEPTED

11.1 When an item prohibited under Article 8 and 9 of this memorandum, is found to have been wrongly admitted to the EMS



service, the prohibited article shall be dealt with according to the legislation of the Administration establishing its presence.

11.2 When the weight and / or the dimensions of an item exceed the limits established under Article 10.1 and 10.2 of this memorandum, and no formal agreement has been made for the exchange of the item, it shall be returned to the Administration of origin, as an International EMS item, if the regulations of the Administration of destination do not permit delivery.

11.3 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 reasons justifying such treatment.

Article 12 UNDELIVERABLE ITEMS

12.1 After every reasonable effort to deliver an item has proved unsuccessful, the item shall be held at the disposal of the addressee for a period of 7 days. The administration of origin shall then be consulted regarding the disposal of the item.

12.2 An item refused by the addressee or any other undeliverable item shall be returned at no extra charge, by EMS to the sender.

12.3 Each administration returning an undeliverable item, shall give the reasons for non - delivery on the item, either written by hand, by means of a stamped impression, or by a label.

Article 13 RE-FORWARDING OF MISSENT ITEMS AND / OR BAGS

to its correct destination by the most direct route used by the Administration which has received the item and / or bag.

13.2 The Administration of origin shall be notified at once by teleK, telephone, electronic mail or telegram of the irregularity. This shall be confirmed in writing to the Adminis-

tration of origin.

Article 14 ENQUIRIES

- 14.1 Each administration shall reply as soon as possible to requests for information in respect of EMS items.
- 14.2 The reply shall normally be sent by the same means used for the original request for information, (i.e. by telex, telephone, EMS, electronic mail, facsimile, etc)
- 14.3 Regular requests for confirmation of delivery shall not be admitted, unless agreed by both Administrations.
- 14.4 Requests for information shall only be accepted within four months of the day following the date of posting.

Article 15

REMUNERATION IN THE EVENT OF IMBALANCE IN EXCHANGES

- 13.1 Each mis-sent item and/or bag shall be re-forwarded, at no charge, 15.1 Terminal dues, as defined in the Universal Postal Convention, shall not apply to EMS items. Each Administration shall agree, in the event of an imbalance in exchanges, a unit rate of compensation per item of imbalance, according to the costs.
- 15.2 The unit rate to be used in the event of an imbalance of exchange between the Ethiopian and TATWAN, ROC Administration, shall be 6 SDR per item of imbalance.
- 15.3 The rate shall be applicable for a period of one year from the operative date of this memorandum or as agreed by both Administrations.
- 15.4 Any change to the rate of compensation for imbalance shall be agreed by both Administrations at least 3 months in advance of the date of implementation.

Article 16 ACCOUNTING AND SETTLEMENT OF ACCOUNTS

- 16.1 Each administration shall prepare, at six monthly intervals, a recapitulation of the items received.
- 16.2 The administration of destination shall confirm with the despatching administration, the number of items received, w-

ith any discrepancies being resolved by correspondence.

16.3 The liquidation account shall be prepared annually, with the annual period beginning on a mutually agreed date.

16.4 The creditor administration shall prepare a detailed account showing:

- the total number of items received
- the total number of items despatched
- the imbalance
- the charge payable per item
- the total amount payable in compensation.

16.5 The accounts shall be prepared within six months of the last day of the period concerned.

Article 17 LIABILITY OF ADMINISTRATION

17.1 Each administration shall determine its own policy in the event of loss, damage, delay or theft in respect of EMS items.

17.2 Payment of compensation, if any, or refund of postal charges, shall be the sole responsibility of the Administration of origin.

Article 18 EXPENSES FOR AIR TRANSPORT WITHIN THE COUNTRY OF DESTINATION

Any expenses for air transport within the country of destination shall be payable by the Administration of destination.

Article 19 TRANSIT DESPATCHES

19.1 Each Administration agrees to provide transit by air for despatches sent via their respective services, and to advise each other of the reforwarding and transit facilities available.

19.2 Each Administration undertakes to provide transit for despatches addressed to or originating from another administration with which EMS despatches are exchanged, following the signing of a separate formal agreement.

Article 20 TEMPORARY SUSPENSION OF THE SERVICE

- 20.1 Where justified by extraordinary circumstances, either administration may temporarily suspend the service.
- 20.2 The other administration shall be informed immediately of the suspension and of the resumption of the service, by telex, telephone facsimile electronic mail or any other expeditious method.

Article 21 GENERAL CONDITIONS OF DESPATCH

- 21.1 The items shall be placed in blue and orange EMS bags
- 21.2 Each bag shall bear a blue and orange label, clearly showing the office of exchange of destination.
- 21.3 A special document, or C12 form, to which the indication EMS has been added, shall be sent with each mail.
- 21.4 Each item or EMS direct bag shall be entered separately on the form.

Article 22 DELIVERY BILL

- 22.1 An AV7 delivery bill shall be sent with each mail.
- 22.2 The AV7 delivery bill shall show clearly that the mail contains EMS items.

Article 23 CHECKING OF MAILS

- 23.1 On receipt of an EMS mail, the Administration of destination shall check whether the mail is in conformity with the particulars recorded on the AV 7 delivery bill.
- 23.2 The administration of origin shall be notified at once by telex, telephone, facsimile or electronic mail, of any missing or damaged bags / items. The irregularity shall be confirmed in writing.

Article 24 USE OF NAIL BAGS Each

administration may use EMS bags belonging to the other administration for making up EMS despatches to the other.

Article 25 APPLICATION OF THE CONVENTION

The convention of the Universal Postal Union is applicable by analogy in all cases not expressly described in this memorandum.

Article 26 NOTICE OF TERMINATION OF MEMORANDUM

26.1 Notice of termination of this memorandum may be given by either of the contracting administrations.

26.2 The memorandum will be terminated six months after the date of notice of termination

Article 27 EFFECTIVE DATE

The terms and conditions of this memorandum shall take effect from 3 July 1989.

Signed on behalf of the Ethiopian Postal Service

[Signed]

LULABESHA RETTA

GENERAL MANAGER

Signed on behalf of

TAIWAN, ROC

[Signed]

HOSHENG KSIA

DIRECTOR GENERAL

OF POSTS

TAIPEI

DEC 28, 1990