

法規名稱：INTERNATIONAL EXPRESS MAIL AGREEMENT BETWEEN THE POSTS & TELECOMMUNICATIONS CORPORATION OF CHINA AND THE POSTAL ADMINISTRATION OF TAIWAN, ROC (A.D. 1990.7.2)

簽訂日期：民國 79 年 07 月 02 日

生效日期：民國 79 年 08 月 01 日

This Agreement is made this 22ND day of JUNE 1990 between POSTS AND TELECOMMUNICATIONS CORPORATI ON,GHANA on the one hand, and TAIWAN,ROC on the other hand.

Whereas the parties to this Agreement are desirous of exchanging International Express Mails for the purpose of carrying same to their final destination.

It is hereby agreed between the parties herein as follows:

#### Article 1 Purpose of the Agreement

This Agreement shall govern the exchange of International Express Mails between the parties herein including any areas for which the postal administrations of the said parties exercise International Express Mail jurisdiction.

#### Article 2 Definitions

Unless the context otherwise requires, the following words shall have the meanings herein assigned to them:

- 1."Administration" —shall mean one of the postal administrations of the parties to this Agreement;
- 2."Articles" —shall mean except where the context otherwise indicates an article which is or can be inserted into an item;
- 3."Convention" —shall mean the Universal Postal Convention adopted by the Congress of the Universal Postal Union from time to time;
- 4."Detailed Regulations of the Convention" —shall mean the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time;
- 5."International express Mail Service" —shall mean the service

setablished by this Agreement;

6. "Scheduled Service" —shall mean an International Express Mail service option which allows a sender to enter into a contractual arrangement to mail items on a designated schedule to designated addressee;
7. "On-Demand Service"—shall mean and International Express Mail Service option which allows a sender to mail an item on a non-contractual basis and without any requirements for scheduling or prior designation of addressee.

### Article 3 Scheduled Service

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addressees.
2. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is available, based upon the time schedules of the international flights used to carry scheduled items.
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 addresses of the sender and designated addressee;
  - (iii) The days of the week designated by the customer as scheduled despatch days;
  - (iv) The time of day delivery is requested; and
  - (v) The airline and flight number to be used.
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.

#### Article 4 On-Demand Service

1. Each administration shall offer ondemand service which shall be available to customers on a non-scheduled basis.
2. Each administration shall provide the other administration with a list of the cities and other locations to which on-demand service is available.
3. 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-demand items.
4. Each administration shall number ondemand items with a unique number and shall inform the other administration of all identification marks or numbers which it uses for each on-demand item.
5. 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.

#### Article 6 Charges and

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 Conditions of Acceptance

Provided that the contents do not come within the prohibitions listed in Article 8, each item to be admitted into the International Express mail service shall;

- (a) be packed in a manner adapted to the nature of the contents

- and the conditions of transport;
  - (b) bear the names and addresses of the addressee and of the sender; and
  - (c) satisfy the conditions of weight and other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is available, based upon the time schedules of the international flights used to carry scheduled items.
- size fixed by Article 9.

#### Article 8 Prohibitions

- 1.The provisions of the Convention governing prohibitions shall be applicable to the insertion of articles in International Express Mail items.
- 2.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.

#### Article 9 Limits of Size Weight

An item of International Express Mail:

- (a) shall not exceed 1.5 meters for any dimension not 3 meters for the sum of the lengths and the greatest circumference measured in a direction other than that of the length; and
- (b) shall not exceed 20 kilograms in weight.

#### Article 10 Treatment of Items Wrongly Accepted

- 1.When an item containing an article prohibited under Article 8 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the laws of the country of the administration establishing its presence.
- 2.When the weight or the dimensions of an item exceed the limits established under Article 9, it shall be returned to the administration of origin if the regulations of the administration of destination do not permit delivery.

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 11 General Rules for Delivery and Customs Clearance

1. Each administration shall, in accordance with its regulations for the type of service used, make every effort to effect delivery of each item of International Express Mail by the fastest means available.
2. Each administration shall make every effort to expedite the customs clearance of International Express Mail items.

#### Article 12 Undeliverable Items

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.
2. An item refused by the addressee shall be returned immediately to the administrations of origin.
3. Each undeliverable item shall be returned to the administration of origin through the International Express Mail service.
4. Neither administration shall charge the other for the return of undeliverable items.

#### Article 13 Items Arriving Out of Course and to be Redirected

1. 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.
2. Neither administration shall charge the other for the redirection of items arriving out of course.

#### Article 14 Inquiries

1. Each administration shall answer in the shortest possible time, not exceeding one month, inquiries relating to any Internat-

- ional Express Mail item posted by the other administration.
2. Inquiries shall be accepted only within a period of three months from the date on which the item was posted.
  3. This article does not authorise routine requests for confirmation of delivery.

#### Article 15 Allocation of Surface Costs for Traffic Imbalances

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 surface handling and delivery costs it has incurred for each additional item received, in accordance with the Detailed Regulations in Appendix I of this Agreement.
2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.
3. Modifications of the imbalance charge may be made as follows:
  - (a) Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the cost of services.
  - (b) To be applicable, any such modification of the imbalance charge shall:
    - (i) be communicated to the other administration at least three months in advance;
    - (ii) remain in force for at least one year.
4. No imbalance charge shall be collected if the difference in number of items exchanged is less than one hundred. However, if the difference exceeds 100 items we would charge an imbalance rate of 5SDR.

#### Article 16 Internal Air Conveyance Dues

Each administration which provides air conveyance of items within its country shall be entitled to reimbursement of internal air conveyance dues.

#### Article 17 Onward Air Conveyance

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 from the other administration and shall provide approximate onward air conveyance times.
2. For each item forwarded pursuant to this article, the administration providing onward air conveyance service shall be authorised to collect from the other administration the onward air conveyance rates applicable to airmail under the Convention.
3. For each item sent in transit *a decouvert*, the administration providing onward air conveyance services shall be authorised to collect from the other administration, in addition to the onward air conveyance rates, a per item charge to compensate for imbalance charges incurred on behalf of the other administration.

#### Article 18 No Additional Rates, Charges or Fees

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 of origin shall be responsible for making indemnity payments, if any, to its senders, without recourse to the other administration.

#### Article 20 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 21 Detailed Regulations

Details of implementation of this Agreement shall be governed by its Detailed Regulations in Appendix I.

#### Article 22 Arbitration

Any dispute which arises between the administrations concerning

the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures of the Universal Postal Union at the time that the dispute is submitted by an administration for arbitration. The arbitrators shall be chosen from the administrations which provide a service analogous to International Express Mail service.

#### Article 23 Alteration or Amendments, Additional Rules and Regulations

- 1.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 authorised to make such alterations or amendments.
- 2.Each administration is authorised to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

#### Article 24 Entry into Force and Duration

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

IN WITNESS WHEREOF the parties hereto have hereunto set their hands by their duly authorised representatives on the day and year first above written.

EXPEDITED MAIL

SERVICE(EMS)

[Signed]

Int'l Relations Manager Witness

[Signed]

Director of International Dept.

Witness

Taipei, Taiwan, ROC



JUL 2 1990

[Signed]

Director-General

Posts&Telecommunications

Corporation

Director General

costs & telecommunications

corporation

[Signed]

Director General of Posts

Signed

Head of the other

Postal Administration

Taipei, Taiwan, ROC

JUL 2 1990