

法規名稱：MEMORANDUM OF UNDERSTANDING BETWEEN THE POSTAL ADMINISTRATIONS OF CANADA AND OF TAIWAN CONCERNING INTERNATIONAL XPRESSPOST (EMS)/ DETAILS OF IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE POSTAL ADMINISTRATIONS OF CANADA AND OF TAIWAN CONCERNING INTERNATIONAL XPRESSPOST (EMS)

簽訂日期：民國 92 年 05 月 12 日

生效日期：民國 92 年 06 月 30 日

MEMORANDUM OF UNDERSTANDING BETWEEN THE POSTAL ADMINISTRATIONS OF CANADA AND OF TAIWAN CONCERNING INTERNATIONAL XPRESSPOST (EMS)

ARTICLE 1

Object of Understanding

- 1.The Service established by this Memorandum of Understanding ("MOU") between Canada Post Corporation ("CPC"), and the Chunghwa Post Co. Ltd., is that of an EMS type service, as defined by Article 61 of the Universal Postal Convention (Beijing 1999). The product, consisting of documents and merchandise, will be marketed as "Xpresspost-International" in Canada and as "EMS" in Taiwan.
- 2.The Service, as defined in Article 1(3) will be for Xpresspost-International items from Canada destined for delivery in Taiwan and for EMS items from Taiwan destined for delivery in Canada.
- 3.Origin Operator means the postal administration where the items originate. Delivery Operator means the postal administration that ensures the delivery.
- 4.During the term of this MOU, the Delivery Operator will provide an EMS type service for the receipt, customs clearance, sorting and delivery of these EMS items (the "Service").

ARTICLE 2

Documents and Merchandise

Unless otherwise expressly provided in this MOU, EMS items will consist of documents or merchandise. These items may have a commercial value and may be subject to duties and other import regulations in the country of destination.

ARTICLE 3

Customs Clearance and Prohibited Shipments

- 1.In accordance with Article 108 of the Details of Implementation, the Delivery Operator will make all arrangements necessary for the expeditious customs clearance of the EMS items received from the Origin Operator.
- 2.The Delivery Operator will collect from the addressees the customs duty and all other charges that may be applicable.

3.The prohibitions provided for in Article 25 of the Universal Postal Convention (Beijing 1999) 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. Valuable articles as defined by the Universal Postal Convention (Beijing 1999) shall not be admitted. The Delivery Operator will advise the Origin Operator of any further particularities or customs restrictions.

ARTICLE 4

Limits of Size and Weight

1.Size to Taiwan: Packages may not exceed the following:

Length: 1.50 meters

Length + circumference: 3 meters

Size to Canada: Packages may not exceed the following:

Length: 2 meters

Length + circumference: 3 meters

2.Weight: 30kg.

ARTICLE 5

Compensation

1.Terminal Dues as defined in the Universal Postal Convention shall not apply to EMS items.

2.In accordance with Article 113 of the Details of Implementation, the Delivery Operator will collect from the Origin Operator a charge for each EMS item received, as compensation for the Service, Chunghwa Post will charge a single blended rate of 6 SDR per item, and Canada Post will charge a single blended rate of 6 SDR per item.

3.Modifications of the charge may be made as follows:

(a) The Delivery Operator may increase its charge when such an increase is necessary due to an increase in the costs of the Services.

(b) To be applicable, such modification of the charge must:

(i) be communicated to the Origin Operator at least 3 months in advance;

(ii) remain in force for at least one year, unless this Memorandum of Understanding is terminated or annulled;

(iii) become effective on the first of January following the notification to the Origin Operator pursuant to Article 5 (b)(i).

ARTICLE 6

Liability

1.Each Operator decides its own compensation policy in the case of loss, damage, theft or delay. Payment of compensation to

the customer is to be the sole responsibility of the Origin Operator. Neither Operator shall hold the other responsible for indemnification, therefore Article 111 and 112 of the Details of Implementation are not applicable to this MOU.

ARTICLE 7

Undeliverable Items

1. Subject to Article 110 of the Details of Implementation, an EMS item refused by the addressee or an undeliverable EMS item shall be returned by the Delivery Operator to the Origin Operator by return EMS dispatch exempt.

ARTICLE 8

Re-forwarding of Missent Items or Bags

1. Every missent EMS item or bag shall be re-forwarded to its proper destination by the Delivery Operator using the most expeditious direct means, with the Origin Operator being billed for the appropriate resulting charges.
2. The Delivery Operator shall notify the Origin Operator by CN 43 Verification Note sent by facsimile of the details concerning the arrival and redirection of each EMS item or bag missent.

ARTICLE 9

Treatment of Items Wrongly Accepted

1. When an EMS item containing an article prohibited under Article 3 (3) has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of destination.
2. When the weight or the dimensions of an EMS item exceeding the limits established under Article 4 was wrongly accepted by the Origin Operator, and the regulations of the Delivery Operator do not permit delivery, it shall be returned to the Origin Operator in accordance with Article 7 (1).
3. When wrongly admitted item is neither delivered to the addressee nor returned to origin, the Origin Operator shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment. The E 2 Verification Note may be used for that purpose which shall be sent by facsimile to the Origin Operator.

ARTICLE 10

Inquiries by Origin Operator

1. When the Origin Operator makes an inquiry to the Delivery Operator, the Delivery Operator shall reply as soon as possible but no later than two (2) business days following receipt of the inquiry by the appropriate office. When the Origin Operator requests proof of delivery (POD) information, the Delivery

- Operator shall provide a copy of the delivery sheet and/or signature within five (5) days of the receipt of the request.
- 2.If the Delivery Operator cannot provide a reply within 30 days of the receipt of the inquiry, the EMS item shall be considered lost and the Delivery Operator held liable in accordance with Article 111 of the Details of Implementation.
 - 3.The reply shall normally be sent by the same means as that used for the inquiry.
 - 4.Inquiries shall be accepted only within a period of ninety (90) days from the date on which the EMS item was posted.

ARTICLE 11

Reporting Requirements

- 1.The Delivery Operator who has a tracking system will record in electronic form and transmit to the Origin Operator via the GEIS network the tracking event data specified in Article 109 of the Details of Implementation. The Delivery Operator will provide the tracking event data manually if they cannot provide the data in electronic form.

ARTICLE 12

Quality Control and Improvement

- 1.The Origin Operator and the Delivery Operator shall make every possible effort to improve their achievement of service standards as established in the EMS Operating Guide, including maintaining a program of quality control.
- 2.The Delivery Operator shall cooperate with Origin Operator when conducting quality control testing of the Service being rendered by the Delivery Operator.

ARTICLE 13

Temporary Suspension of Service

- 1.Where justified by extraordinary circumstances, a Delivery Operator may temporarily suspend the Service. The Origin Operator shall be immediately informed of such suspension and of the resumption of the service, by facsimile, telephone or by other means.

ARTICLE 14

Application of the Universal Postal Convention

- 1.The Universal Postal Convention (Beijing 1999) and its Letter Post and Parcel Post regulations shall be applicable by analogy in all cases not expressly governed by this MOU and its Details of Implementation.

ARTICLE 15

Entire Agreement

- 1.This MOU and its Details of Implementation supersede all prior

EMS agreements, arrangements and undertakings between the parties and constitute the entire agreement between the parties for the provision of the Service. Any prior understanding or representation of any kind between the parties preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

ARTICLE 16

Amendments

- 1.This MOU and its Details of Implementation may be modified by mutual agreement on the basis of an exchange of letters, to which the text of the modified paragraph (s) is annexed.

ARTICLE 17

Effective Date and Duration of the Memorandum of Understanding

- 1.This MOU takes effect on 30 June 2003.
- 2.This MOU may be terminated with or without cause by either of the parties to this MOU, by providing three (3) months previous written notice to the other party.

ARTICLE 18

Usage of marks

- 1.Unless specifically provided for in this MOU, Chunghwa Post will not use the mark Xpresspost-International or any other trademark, tradename or other official mark of Canada Post Corporation without obtaining prior written consent from Canada Post Corporation.

ARTICLE 19

Details of Implementation

- 1.The Details of implementation attached to this MOU form an integral part of the MOU.

ARTICLE 20

Confidentiality

- 1.Neither the Origin Operator or the Delivery Operator shall disclose to a third party the content of this MOU without obtaining the prior written consent of the other operator.

ARTICLE 21

Calendar days

- 1.In the MOU and the Details of Implementation, reference to days shall mean calendar days unless otherwise expressly stated.

For Chunghwa Post

For Canada Post Corporation

Huang Shui- cheng
General Manager

Patrick Bartlett
General Manager, International

April 9, 2003
Date

May 12, 2003
Date

DETAILS OF IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE POSTAL ADMINISTRATIONS OF CANADA AND OF TAIWAN CONCERNING INTERNATIONAL XPRESSPOST(EMS)

ARTICLE 101

Information to be Supplied

- 1.Information to be supplied by the Origin Operator:
 - (a) a list of labels and documents which will be used;
 - (b) the name of the product in the country of origin.
- 2.Information to be supplied by the Delivery Operator, if not contained in the UPU EMS Operational Guide:
 - (a) a list of locations not covered by the Delivery Operator;
 - (b) the name(s) and address of the offices of exchange to which the items may be sent;
 - (c) the latest times of acceptance of an item at the offices of exchange for it to be delivered within the prescribed time frames;
 - (d) the delivery standards;
 - (e) the amount requested as compensation for the handling and delivery costs.
- 3.Any changes in the above information shall be communicated at least one month before implementation, except for paragraph 2 (e) above, which shall be in accordance with Article 5 of the MOU.

ARTICLE 102

Special Address / Shipping Label

- 1.The Origin Operator will ensure that the items sent bear the EMS logo for easier service identification by the Delivery Operator.
- 2.The Origin Operator will provide on the label and other postal documentation the following delivery and, where appropriate, customs clearance information, in roman letters and arabic figures:
 - (a) the name and complete address of the sender;
 - (b) the name and complete address of the addressee;
 - (c) the description of the contents, including the harmonized code where possible;
 - (d) the declared value of the goods, where applicable;
 - (e) the weight in kg;
 - (f) the postage rate;
 - (g) the telephone of the sender and addressee when known;

- (h) the name of the service and the name of the Origin Operator;
 - (i) the 13-character EMS alphanumeric identifier in bar code form, using code 39 or code 128, and the corresponding human readable block characters;
 - (j) date sent.
3. The Delivery Operator will provide the following information on the label:
- (a) date and time delivered;
 - (b) recipient's signature and printed name.

ARTICLE 103

Packing Requirements

1. Each 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.
2. Each EMS item shall 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.
3. Each EMS item shall have, on its packing or wrapping or on a durable separate label firmly attached to it, sufficient space for service instructions and for affixing labels.

ARTICLE 104

General Conditions of Dispatch

1. The EMS items shall be placed in blue and orange EMS bags whenever possible, otherwise, blue bags shall be used with a blue and orange EMS label affixed to it.
2. Each bag, whether blue and orange EMS bags or blue bags, shall be attached with a label CN35 EMS with a blue and orange tag and an indication of the gross weight. The exchange office of destination will also be clearly shown.
3. The EMS items contained in the above noted bags shall be individually listed on the CN33 EMS Special List, which shall be put in each bag containing the corresponding listed items. In addition, a CN31 EMS Letterbill shall be completed and included in the final bag.
4. To Origin Operator shall dispatch EMS items with UPU subclass EN: "EN EMS - MIXED"
5. The Origin Operator shall dispatch EMS items to Canada using the following IMPC codes: CAYVRA, CAYTOA, and CAYMQA.

ARTICLE 105

Delivery Bills

1. Each EMS dispatch shall be sent with a Delivery Bill CN 38, which may include LC, AO and CP mail categories.
2. The weight and total number of bags in each EMS dispatch shall be indicated on the delivery bill.

Checking of EMS items

ARTICLE 107

The irregularity shall be confirmed in writing using the CN 43 EMS Verification Note to the office of exchange of the Origin Operator.

Acceleration of Customs Clearance

ARTICLE 109

The Origin Operator shall transmit the PREDES message upon closing the EMS dispatch. The Delivery Operator shall transmit the EMSEVT message and where possible the RESDES message.

2. The Delivery Operator shall also make a record indicating that an item or its contents has been seized or detained by customs officials or other governmental agency. This information shall be communicated as soon as possible to the Origin Operator.
3. Records shall be kept in electronic form and based on the item number and corresponding postal barcode on the EMS item.

4. Electronic records must be kept for 6 months. Delivery records and recipient names or signed copies must be kept for 18 months. Notwithstanding the preceding sentences, the Origin Operator may request that specific records be kept indefinitely, as in cases of dispute.
5. The Delivery Operator shall transmit to the Origin Operator the scanned events listed above within 12 hours of being scanned, at least 2 times per day.
6. The Delivery Operator will be responsible for all costs associated with the provision of these services.

ARTICLE 110

Return of Undeliverable Items

1. The standard holding period for undeliverable items shall be no more than fifteen (15) business days.
2. When an EMS item is deemed undeliverable, the Delivery Operator shall notify the Origin Operator by facsimile or other electronic means. Unless, instructions for the further treatment of the item is requested by the Origin Operator, the Delivery Operator shall return the EMS item to the Origin Operator in accordance with Article 7.
3. In the event an EMS item is returned, the Delivery Operator shall give the reason for non-delivery on the EMS item, either by hand, by means of a stamped impression or by a label.
4. The items returned shall be returned by EMS where there is a reciprocal EMS service. In cases where there is no reciprocal EMS service, items are to be returned by airmail-registered.

ARTICLE 111

Liability for Loss or Damage

1. Subject to Article 6 of the MOU, if EMS items are lost or damaged while in the Delivery Operator's custody or control under this MOU, the Delivery Operator is liable to the Origin Operator for its actual damages from that loss or damage including the refund of any charges paid to customers. The Delivery Operator's liability shall be limited to the amount specified in the EMS Operational Guide or otherwise agreed to in this MOU or by exchange of correspondence between the Origin Operator and the Delivery Operator.
2. In the event of a claim for damage, an EMS item will be presumed to have been damaged while in the Delivery Operator's custody or control, unless the Delivery Operator has notified the Origin Operator that the EMS item was damaged when the item or dispatch was tendered to the Delivery Operator.
3. In the event of a claim for loss, an EMS item shall be presumed to have been lost while in the Delivery Operator's custody if the item or dispatch is acknowledged as received by the Delivery Operator at the time of tendering to it by the Origin

Operator. An EMS item will be presumed lost if it has not been tendered to the addressee within four (4) weeks of its receipt by the Delivery Operator, unless it is shown that the item had been seized or detained by customs officials or other governmental authority.

Liability for Delay

4. Subject to Article 6 of the MOU, the Delivery Operator shall also be liable to compensate the Origin Operator for actual expenses incurred in the refund of EMS charges to a customer resulting from delay to any EMS item caused by any action or failure to act by the Delivery Operator as follows:
 - (a) Refusal or failure to accept EMS items as specified in this MOU;
 - (b) Misdirecting an EMS item to a destination other than the destination to which it is addressed, unless the misdirection is the result of directions placed on a receptacle by the Origin Operator;
 - (c) Failure to tender EMS items to the addressee for delivery in accordance with the measurable service standards defined in the EMS Operational Guide;
 - (d) Failure to protect and safeguard EMS items from depredation or other hazards while in the Delivery Operator's custody or control including but not limited to failure to prevent unauthorized persons from having access to EMS items, failure to transport EMS items on the ground or in the air in securely closed containers, or other vehicles;
 - (e) Failure to provide the required information pursuant to Article 11 of this MOU and Article 109 of the Details of Implementation unless it is impossible to transmit for reasons outside the control of the Delivery Operator;
 - (f) Failure to respond to inquiries from Origin Operator within the period of time specified in Article 10 of this MOU.

The Delivery Operator's liability for compensation in such cases of delay only (without loss or damage) shall be limited to the actual amount refunded to the customer by the Origin Operator, and shall not in any case exceed 50 SDR per EMS item.

- 5.A Delivery Operator's liability for loss, damage or delay whether for negligence, theft or otherwise, shall not exceed the amount paid by the Origin Operator to the customer in full settlement of any claim. In all such cases the Origin Operator shall provide the Delivery Operator with the amount actually paid to the claimant. In cases where a customer's claim has been adjudicated by an Origin Operator, the determination of the value of the loss shall be considered final and the claim settled.

Claims for Loss, Damage or Delay

1. Subject to Article 6, notice of loss, damage or delay to any EMS items must be provided in writing by Delivery Operator to the Origin Operator within ten (10) days of becoming aware of such loss, damage or delay.
2. Notices and claims shall include the following:
 - Name and address of the sender and addressee;
 - Date of shipment;
 - Description of contents;
 - Amount claimed;
 - CN 08 Inquiry Form with complete dispatch information, ensuring the Serial, List and Entry numbers are provided.
3. Final claims for loss, damage or delay for which the Delivery Operator is liable must be submitted by the Origin Operator in writing within ninety (90) days from the date the EMS item was considered lost, damaged or delayed.
4. The Delivery Operator shall provide the Origin Operator with the authorized amount, including the claim authorization / reference number.
5. The Delivery Operator shall settle claims from an Origin Operator within thirty (30) days from receipt of claim unless it demonstrates that:
 - (a) it notified the Origin Operator that the item was damaged at the time of receipt of the item, and was not reported within fourteen (14) days;
 - (b) it notified the Origin Operator that the item was missing at the time the dispatch supposedly containing the item was tendered to it;
 - (c) the item or dispatch was not tendered to the Delivery Operator;
 - (d) the item was seized by, or is in the possession of, Customs or other governmental agency; or
 - (e) in the case of a claim for loss only, that the item was received by the addressee;
 - (f) in the case of a claim for delay only, that the item was delivered to the addressee in accordance with the delivery standards published in the EMS Operational Guide.
6. If a Delivery Operator fails to reply to a claim from an Origin Operator within thirty (30) days, the Delivery Operator will be considered to have accepted the claim, and will be held liable for compensation paid to the sender by the Origin Operator on the basis of the claim submitted.

ARTICLE 113

Accounting and Settlement of Accounts

1. The procedure for settlement of accounts shall be as follows:
 - (a) an invoice shall be prepared annually by the Delivery Operator, showing:

- the total number of EMS items received;
 - the charge payable per item in accordance with Article 5 of the MOU;
 - the total charge payable
- (b) the invoice shall be prepared as soon as possible following the last day of the calendar period to which it refers;
- (c) after verifying the invoice, within thirty (30) days, the Origin Operator returns a copy with payment to the Delivery Operator. Should the Origin Operator wish to dispute the invoice, a copy of the invoice duly amended is to be returned to the Delivery Operator within those same thirty (30) days. If the Delivery Operator disputes the amendments, it confirms the actual data by sending photocopies of the relevant EMS manifests and notices of irregularities to the Origin Operator. If the Delivery Operator has not received notice of amendment or acceptance within 30 days from the date of invoicing, the account is regarded as fully accepted.
- (d) Payment shall be made as quickly as possible and at the latest within two (2) months - thirty (30) days to accept, thirty (30) days to pay - from the date of invoicing.

ARTICLE 114

Effective date and duration of these Details of Implementation

1. These Details of Implementation will take effect on the same date as the MOU to which they refer.
2. These Details of Implementation and any amendments made pursuant to Article 16 of the MOU, have the same duration as the MOU.