

法規名稱：MEMORANDUM OF UNDERSTANDING BETWEEN THE POSTAL ADMINISTRATIONS OF SOLOMON ISLANDS AND TAIWAN, REPUBLIC OF CHINA FOR THE EXCHANGE OF INTERNATIONAL EXPRESS MAIL (AD.1987.04.2)

簽訂日期：民國 76 年 04 月 02 日

生效日期：民國 76 年 04 月 15 日

ARTICLE 1

PURPOSE OF THE MEMORANDUM

- 1 This Memorandum of Understanding records the understandings and arrangements reached between the Postal Administrations of Taiwan, Republic of China and Solomon Islands in relation to the exchange of international express mail service items in accordance with Article 6 of the Universal Postal Convention.
- 2 The service established by this Memorandum of Understanding is the International Express Mail Service (EMS). The domestic counterpart of which is International Express Mail in Solomon Islands and Speedpost in Taiwan, Republic of China.

ARTICLE 2

DEFINITIONS

The following terms used in the Memorandum have the meanings indicated :

- 1 Administration--an abbreviated form used to refer to one of the postal administrations signatory to this Memorandum of Understanding.
- 2 Convention--the Universal Postal Convention of the Universal Postal Union, adopted by the administrations signatory to this Memorandum of Understanding.
- 3 Detailed Regulations of the Convention--the Detailed Regulations of the Universal Postal Convention.
- 4 On-Demand Service--a service provided for a sender to mail EMS items without previous advice on a non contractual basis, to addressees in designated locations.

ARTICLE 3

ON-DEMAND SERVICE

- 1 Each administration will offer an On -demand Service to designated locations, a list of which is provided to the other administration,
- 2 Each administration will provide to the other administration a schedule of approximate delivery times to each location to which the On-demand Service is available, based upon scheduled flight arrival times.
- 3 Each administration will inform the other administration of all identification marks or numbers which it uses for On-demand items.

- 4 The administration of origin is not required to provide the administration of destination with notice prior to sending an On-demand item.

ARTICLE 4

FEES TO BE PAID BY SENDER

- 1 Each administration will fix the Express Mail Service fees to be collected from its customers and will retain all the revenue derived therefrom.

ARTICLE 5

POSTAGE

- 1 Each item will be stamped or franked in accordance with the method admitted by the administration of origin.

ARTICLE 6

EXPENSES AND FEES TO BE PAID BY THE ADDRESSEE

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

ARTICLE 7

PROHIBITED ITEMS

- 1 The prohibitions and restrictions laid down in the Convention and in the List of Prohibited Items published by the International Bureau of the Universal Postal Union will apply also to EMS items.
- 2 In addition, the following articles are not accepted in EMS items :
- Coins, negotiable securities, platinum, gold or silver (worked or not), precious stones, jewellery and other valuable objects.

ARTICLE 8

ADMITTED ITEMS:

CUSTOMS CLEARANCE

- 1 Each administration will advise the other administration of the items which are acceptable for transmission, and those which are subject to customs examination.
- 2 Each administration will arrange for expeditious customs clearance and, in accordance with its regulations for the type of service used, will make every efforts to effect delivery of each item by the most rapid means available.

ARTICLE 9

SIZE AND WEIGHT LIMITS

An EMS item :

- 1 may not exceed 1.05 metres for any one dimension nor 3 metres for the sum of the length and the girth ;
- 2 may not measure less than 90x140mm with a tolerance of 2mm ;
- and 3. may not exceed 20 kilogrammes in weight.

ARTICLE 10

TREATMENT OF ARTICLES WRONGLY ACCEPTED

- 1 When an item containing an article prohibited under Article 7 has been wrongly admitted to the post, the prohibited article will be dealt with in accordance with the legislation of the administration establishing its presence.
- 2 When the weight or the dimensions of an item exceed the limits established under Article 9 it will be returned to the administration of origin as an EMS item if the regulations of the administration of destination do not permit delivery.
- 3 When an item wrongly admitted is neither delivered to the addressee nor returned to origin, the administration of origin will be informed of how the item has been dealt with, and of the restriction or prohibition which required such treatment.

ARTICLE 11

UNDELIVERABLE ITEMS RETURN TO ORIGIN

- 1 After every reasonable effort to deliver an item has proven unsuccessful, the item will be held for the period of retention provided by the regulations of the administration of destination.
- 2 An item refused by the addressee or any other undeliverable item is returned at no charge to the administration of origin by International EMS.

ARTICLE 12

ITEMS OR BAGS ARRIVING OUT OF COURSE AND TO BE REDIRECTED

- 1 Each item or bag arriving out of course will be redirected at no charge to its proper destination by the most direct route used by the administration which received the item or bag.

ARTICLE 13

ENQUIRIES

- 1 Each administration will respond in the shortest possible time, not to exceed one month, to enquiries relation to items.
- 2 Enquiries will be accepted only within a period of four months from the day after that on which the item was posted.
- 3 This Article does not authorise routine requests for confirmation of delivery.

ARTICLE 14

REMUNERATION IN THE CASE OF IMBALANCE

- 1 At the end of each calendar year (i.e. 31st December) the adm-

inistration which has received a larger quantity of EMS items than it has sent during that year may collect from the other administration an imbalance charge as compensation for the handling and delivery costs it has incurred for each additional item received.

2 No imbalance claim will be payable where the difference in the number of items exchanged during the year is less than one hundred.

3 Modifications to the imbalance charge may be made as follows :

(a) Each administration may increase its imbalance charge when necessary due to an increase in the cost of service.

(b) To be applicable, any such modification of the imbalance charge will :

-- be communicated to the other administration at least three months in advance.

-- remain in force for at least one year, unless this Memorandum of Understanding is terminated in accordance with Article 22.

ARTICLE 15

EXPENSES FOR DOMESTIC AIR TRANSPORT WITHIN THE COUNTRY OF DESTINATION

Expenses for Domestic Air Transport within the country of destination are payable by the receiving country.

ARTICLE 16

TRANSIT DESPATCHES

1 Each administration will provide transit for EMS and despatches to or from any administration with which it exchanges such items or despatches.

2 For each item or despatch forwarded pursuant to this paragraph, the administration providing onward air conveyance will be entitled to collect dues from the other administration in accordance with the provisions of the Convention.

ARTICLE 17

LIABILITY OF ADMINISTRATIONS

1 Each administration will decide its own compensation policy in the case of loss, damage, theft or delay. Payment of compensation, if any, will be the sole responsibility of the administration of origin. Neither administration may claim indemnification from the other administration.

2 Each administration may collect only the rates, charges, and fees established under this Memorandum of Understanding.

ARTICLE 18

TEMPORARY SUSPENSION OF SERVICE

- 1 Each administration may temporarily suspend the service, either wholly or in part, should circumstances justify this.
- 2 The administration suspending the service will immediately notify the other administration of such suspension, and of the resumption, by telegram, telex or telephone.

ARTICLE 19

APPLICATION OF THE CONVENTION

- 1 The Convention and its Detailed Regulations will apply, where appropriate, by analogy, in all cases not expressly governed by this Memorandum of Understanding or by its Details of Implementation.

ARTICLE 20

EXECUTION OF MEMORANDUM

- 1 Matters necessary to ensure the execution of this Memorandum of Understanding are annexed hereto in one form of Details of Implementation. In addition, each administration may adopt measures for the internal operation, of its services not inconsistent with this Memorandum of Understanding or its Details of Implementation.

ARTICLE 21

MODIFICATION OF MEMORANDUM

- 1 This Memorandum of Understanding and its Details of Implementation may be modified by mutual consent on the basis of an exchange of letters.

ARTICLE 22

DURATION OF MEMORANDUM

- 1 After this Memorandum of Understanding has been in effect for one year, it may be terminated by mutual consent, or by either party which has notified the other of its intention to do so six months before the date of termination.

ARTICLE 23

DATE OF EFFECT

- 1 This Memorandum of Understanding will take effect on a date mutually arranged between the administrations.
Signed in duplicate in Honiara, Solomon Islands on : 19/12/86
and in Taipei on : 2/4/87

[Signed]

For the Postal Administration of Solomon Islands

Following

[Signed]

For the Postal Administration of the Republic of China

Details of Implementation of Memorandum of Understanding between

the Postal Administrations of Solomon Islands and Taiwan concerning the international Express Mail Service (EMS) have been drawn up in accordance with Article 20 of that Memorandum.

(i) Each administration will notify the other administration of:

- (a) its laws or regulations applicable to the conveyance of EMS items ;
- (b) the rates and dues established according to the provisions of the Memorandum of Understanding ;
- (c) the forms, labels, and other documentation which it requires in the service ; and
- (d) the minimum time required to effect the transit of EMS items or despatches.

(ii) Any change to the information mentioned in sub-paragraph 1.

(i) will be communicated in writing immediately to the other administration.

2 Each item admitted will :

- (a) bear, in Roman letters and Arabic numerals on the item itself or on a label firmly affixed to it, the names and complete addressee, and the mailing date.
- (b) have, on its packing or wrapping, sufficient space for service instructions and for affixing service labels, including the C.L. customs label ;
- (c) 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 ;
- (d) be packed and closed so as not to present any danger to the official required to handle it, and so as not to soil or damage other mail or postal equipment.

3 (i) International Express Mail despatches will be made up in closed mails, and will be accompanied by an airmail delivery bill (Universal Postal Union form AV7). This bill will indicate in the "Remarks" column that the despatch contains EMS items.

(ii) The items will be inserted in the blue and orange bags used for the International Express Mail Service.

(iii) Each bag will bear a label, showing the blue and orange logo which has been adopted as the EMS identification symbol. Each bag label will clearly indicate the exchange office of destination and the type of service used.

(iv) An EMS Despatch Note, in a form acceptable to each administration, will be inserted in the final bag of each despatch. The Despatch Note will clearly indicate that the despatch contains EMS items. It will show also the despatch number.

4 (i) The exchange of despatches of EMS items will be effected by the designated exchange offices of each administration.

(ii) Each administration will give the other administration advance notice of redesignation, creation or closure of e-

xchange offices.

- 5 (i) Upon receipt of a despatch, the administration of destination will check the despatch to confirm its conformity with the airmail delivery bill.
- (ii) The contents of each despatch will be checked as soon as possible, at an office designated by the administration of destination, to confirm their conformity with their Despatch Note.
- 6 (i) Any evidence of irregularities detected upon receipt of a despatch will be reported without delay to the administration of origin by telex or telephone and confirmed in writing
- (ii) All other action taken in connection amended with any irregularity will be governed by the regulations of the administration of destination.
- 7 (i) For each item or bag arriving out of course, the redirecting administration will notify the administration of origin, by telex or telephone, of the details concerning the arrival and redirection.
- 8 (i) Each administration which returns an item for any reason whatsoever will give, either in handwriting, or by means of a stamped impression or a label, on both the item and on the Despatch Note which accompanies it, the reason for non-delivery.
- 9 (i) The procedures for accounting and for the settlement of accounts for internal air conveyance will be governed by the provisions concerning accounting for airmail in the Detailed Regulations of the Convention.
- (ii) The procedures for accounting and settlement of accounts for traffic imbalances will be as follows :
 - (a) The settlement will take place annually.
 - (b) Each administration will prepare annually a statement of items received, on a mutually acceptable form which will indicate the numbers of items per month based upon the particulars of the Despatch Notes. These forms will be forward to the administration of origin within two months from the end of the calendar year.
 - (c) After verifying the statement of items received, the administration of origin will advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement will be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it will confirm the data by sending to the administration of origin photocopies of relevant Despatch Notes and notices of irregularities. If the destination administration does not receive notice of amendment wit-

hin two months from the date of forwarding the annual statement of items received, the statement will be regarded as fully accepted.

- (d) After each administration has accepted the statement of items received, the creditor administration will prepare a detailed account of statement of charges on a mutually acceptable form which will indicate the total number of items received and despatched, the imbalance charge per item, and the total amount due.
- (e) Accounts will be settled within 6 months from the last day of the period to which the figures refer.

10 (i) Documents of the service will be retained for a minimum period of eighteen months from the day following the date to which they refer.

- (ii) Any document concerning a dispute Or any inquiry will be kept until the matter has been settled. If the inquiry 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 will be regarded as settled.

11 (i) These Details of Implementation will take effect at the same time as the Memorandum of understanding to which they refer.

- (ii) These Details of Implementation, and any amendments made pursuant to Article 21 of the Memorandum of Understanding.