

法規名稱：INTERNATIONAL BUSINESS REPLY SERVICE AGREEMENT BETWEEN THE POSTAL ADMINISTRATION OF TAIWAN, ROC AND THE POSTAL ADMINISTRATION OF THE NETHERLANDS (AD.1994.10.01)

簽訂日期：民國 83 年 10 月 01 日

生效日期：民國 84 年 01 月 05 日

The undersigned, by virtue of the authority vested in them, have concluded the following Agreement.

#### ARTICLE 1. PURPOSE OF THE AGREEMENT

This Agreement shall govern the exchange of International Business Reply Service (IBRS) items between the Postal Administration of Taiwan, ROC, Postgen Taipei and the Postal Administration of The Netherlands, PTT Post International including any areas of which the postal administration of these two countries exercise International Business Reply Service responsibilities.

#### ARTICLE 2. DEFINITIONS

As used in this Agreement, the following terms shall have the indicated meanings:

- 1.Administration - an abbreviated form used to refer to either the Postal Administrations of Taiwan, ROC or the Postal Administration of The Netherlands, PTT Post International.
- 2.Articles and sections - articles and sections of this Agreement, except when the context indicates an article which is or can be inserted into an item.
- 3.Convention - The Universal Postal Convention as adopted by the Congress of the Universal Postal Union from time to time.
- 4.Detailed Regulations - the Detailed Regulations of this Agreement attached hereto.
- 5.International Business Reply Service (IBRS) - an international mail service which allows a mailer to obtain a permit or license to distribute pre-addressed cards and letters in mailings to customers in another country, for return to the permit holder or licensee without postage being affixed. Return postage for these mail items is guaranteed and will be paid by the permit holder or licensee.

#### ARTICLE 3. GENERAL CONDITIONS FOR IBRS MAIL

1. Each administration shall offer IBRS on a permit or license basis to customers who agree to use the service in accordance with requirements established by that administration.
2. Each administration shall designate which of its exchange offices will be responsible for the dispatch or receipt of IBRS items. IBRS items shall be dispatched to or from only those exchange offices so designated.

#### ARTICLE 4. CHARGES TO BE COLLECTED FROM THE PERMIT HOLDER OR LICENSEE

1. Each administration shall fix the IBRS charges to be collected from the permit holder or licensee.
2. The fees charged by each administration for returning IBRS items for delivery to the permit holder or licensee shall be notified to the International Bureau of the Universal Postal Union, which will publish them in the Compendium of Information (Convention).

#### ARTICLE 5. CONDITIONS OF ACCEPTANCE

1. Each IBRS shall be either a card weighing not more than 20 grammes or an envelope weighing not more than 50 grammes.
2. Each IBRS item shall conform to the conditions for standardized items specified in Article 22 of the Convention, with the exception that an IBRS envelope may weigh up to 50 grammes.
3. Each IBRS item shall conform to the appropriate format requirements specified in the Detailed Regulations to make it readily identifiable in sorting offices as an IBRS item.

#### ARTICLE 6. QUALITY OF SERVICE

Each administration shall ensure that IBRS items posted in its territory are returned to the administration as quickly as possible. All IBRS items shall be handled as airmail items. Dispatches of returned items shall be made every day.

#### ARTICLE 7. ACCOUNTING

1. For each IBRS item returned, the administration where the item is posted shall collect from the administration to which the item is destined a fee based on the cost for providing the ser-

vice, including collecting, handling, dispatching, and conveying outbound IBRS items. The fee shall include the direct and indirect costs of providing such service, plus a reasonable mark-up acceptable to both administrations. Accounts shall be settled annually (see Article 110 Detailed Regulations).

2.The administrations shall agree not to collect the fees authorized in section 1 of this article for the first year this Agreement is in effect, so as to allow IBRS to generate sufficient volume to justify accounting. At the end of this one-year period the administrations shall discuss whether to commence collection of the fees authorized in section 1 of this article or to continue not collecting those fees for another fixed period of time See Article 110 of the Detailed Regulations.

3.The administrations shall notify each other of IBRS transaction levels on an annual basis.

#### ARTICLE 8. DETAILED REGULATIONS

The implementation of this Agreement shall be governed by the Detailed Regulations.

#### ARTICLE 9. ARBITRATION

Any dispute which arises between the administrations concerning the interpretation or application of this Agreement that 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 other postal administrations that provide a service analogous to IBRS.

#### ARTICLE 10. ALTERATIONS OR AMENDMENTS; ADDITIONAL RULES AND REGULATIONS

- 1.This Agreement or the 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.
- 2.Each administration is authorized to adopt internal implementing rules and regulations for IBRS not inconsistent with this

Agreement or the Detailed Regulations.

ARTICLE 11. ENTRY INTO FORCE

1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it has been signed by their authorized representatives
2. This Agreement shall expire three months after either administration notifies the other in writing of termination.

ARTICLE 12. EXECUTION

This Agreement may be executed in two counterparts, each of which shall be deemed to be an original.

In witness hereof, the parties to this agreement have caused it to be executed at Taipei, on the 1st day of October 1994 and at Hoofddorp, on the 20 day of September 1994.

On behalf of the Postal Administration of Taiwan, ROC

Name Postal Administration: Directorate General of Posts

Name Functionary: Y.C. Kao

Function : Director International Department

Signature

On behalf of the Postal Administration of The Netherlands

Name Postal Administration: PTT Post International

Name Functionary: Mrs. C.S. Bos

Function : Director Operations and International Relations

Signature: