

法規名稱：INTERNATIONAL BUSINESS REPLY SERVICE AGREEMENT BETWEEN THE POSTAL ADMINISTRATIONS OF TAIWAN, REPUBLIC OF CHINA AND SWEDEN (AD.1995.07.14)

簽訂日期：民國 84 年 07 月 14 日

生效日期：民國 84 年 10 月 02 日

PREAMBLE

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, Republic of China and The Public Postal Operator in Sweden (Sweden Post Ltd. - Company registration number 556451-4148) including any areas of which the postal administration of these two countries exercise IBRS 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 Administration of Taiwan, Republic of China or the Public Postal Operator in Sweden (Sweden Post Ltd. - Company registration number 556451-4148).
- 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 (UPU) 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 mailer using IBRS without postage being affixed. Return postage for these mail items is guaranteed and will be paid by the customer using IBRS.

#### ARTICLE 3

##### GENERAL CONDITIONS FOR IBRS MAIL

1. Each Administration shall offer IBRS on a permit, license or contract 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 office(s) 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 CUSTOMER USING IBRS

1. Each Administration shall fix the IBRS charges to be collected from the customer using IBRS.
2. The fees charged by each Administration for returning IBRS items for delivery to the customer using IBRS 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 item shall be either a card weighing not more than 20 grammes or an envelope weighing not more than 250 grammes.
2. Each IBRS item shall conform to the size limits applicable to the equivalent letter-post items laid down in Article 20 of the Convention, with the exception that an IBRS envelope may only weigh up to 250 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 other 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 costs for providing the service, 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.
2. The Administrations shall agree not to collect the fees authorized in section 1 of this Article or 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.
3. The Administrations shall notify each other of IBRS traffic 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 can not be resolved by the Administrations to their mutual satisfaction shall be settled by arbitration, following the arbitration proc-

edures 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

##### ALTERNATION 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 (3) 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.

Taipei, 14 July 1995

For the Postal Administration of Taiwan, ROC

[Signed]

Perng-Cherng Hsiung

Director of International Department

Directorate General of Posts

Stockholm, 12 June 1995

For the Public Postal Operator in Sweden

Sweden Post Ltd.

[Signed]

Jan-Erik Leistedt

Head of International Letters

Sweden Post International

DETAILED REGULATIONS OF THE INTERNATIONAL BUSINESS REPLY SERVICE  
AGREEMENT BETWEEN THE POSTAL ADMINISTRATIONS OF TAIWAN, REPUBLIC  
OF CHINA AND SWEDEN

The following Detailed Regulations have been drawn up to govern  
implementation of the International Business Reply Service (IBRS  
) Agreement between the Postal Administration of Taiwan, Republ-  
ic of China and The Public Postal Operator in Sweden (Sweden Po-  
st Ltd. - Company registration number 556451-4148).

ARTICLE 101

DEFINITIONS

The definitions set forth in Article 2 of the IBRS Agreement sh-  
all be applicable to these Detailed Regulations.

ARTICLE 102

INFORMATION TO BE SUPPLIED BY THE ADMINISTRATIONS

1. Prior to the entry into force of the IBRS Agreement, each Adm-  
inistration shall notify the other Administration of:

- a) All prohibitions and restrictions on the entry of IBRS items  
into areas for which it exercises IBRS responsibilities;
- b) The provisions of its regulations applicable to the convey-  
ance of IBRS items;
- c) its IBRS format requirements (including a sample of a confo-  
rming item marked to show such requirements); and
- d) The locations of its exchange office(s) that will be respon-  
sible for the dispatch or receipt of the IBRS items.

2. Any change to the information mentioned in section 1 of this  
Article shall be communicated in writing immediately to the o-  
ther Administration, except that an Administration shall give  
advance notice of redesignation of, or addition to, the excha-

nge office(s) that it uses for IBRS.

#### ARTICLE 103

##### ADDRESS OF THE ADDRESSEE

To be admitted for mailing, each IBRS item shall bear, in Roman letters and Arabic numerals on the item itself, the addressee's name, complete return address including (if any) postal code, and (if required) permit, license or contract number.

#### ARTICLE 104

##### GENERAL MAKE-UP OF MAILS

1. IBRS items shall be included in closed mails.
2. The IBRS items in each dispatch shall be bundled separately from the rest of the mail. These bundles shall be included in the final pouch of the dispatch.

#### ARTICLE 105

##### LETTER BILLS

1. A letter bill, on Universal Postal Union form C 12, shall accompany each dispatch.
2. The letter bill shall be marked so as to indicate clearly that the dispatch contains IBRS items.
3. The total number and total weight of IBRS items in each dispatch shall be entered in the "Other information" block in Table V of the letter bill. The number of IBRS cards and of IBRS envelopes shall be noted separately.

#### ARTICLE 106

##### VERIFICATION OF DISPATCHES AND THEIR CONTENTS

1. Upon receipt of a dispatch containing IBRS items, the Administration of destination shall verify that the dispatch is consistent with the entries on the letter bill.
2. The contents of each dispatch shall be verified as soon as possible, at an office designated by the Administration of destination, to confirm their conformity with the letter bill.

#### ARTICLE 107

##### NOTIFICATION OF IRREGULARITIES

1. Any evidence of missing or damaged IBRS bags or items shall be reported immediately to the Administration of origin by telex

or telefax, if appropriate, and shall be confirmed by verification note on Universal Postal Union form C 14.

2. All other actions taken in connection with any irregularity shall be governed by the regulation of the Administration of destination.

#### ARTICLE 108

##### PERIOD OF RETENTION OF RECORDS

1. Documents and other records relating to IBRS shall be retained for a minimum period of 18 months following the date to which they refer.
2. A record concerning a dispute or an inquiry shall be retained until the matter has been settled. If the inquiring Administration, duly informed of the result of an inquiry, allows six (6) months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

#### ARTICLE 109

##### SPECIFICATIONS FOR IBRS CARDS AND ENVELOPES

1. Only two types of IBRS items shall be acceptable, namely:
  - a) Postcards weighing up to 20 grammes; and
  - b) Envelopes weighing up to 250 grammes.
2. All forms of printing are permissible, provided that the markings are legible to the satisfaction of both Administrations. However, handwriting, typewriting, or handstamping may not be used to prepare the address side. All printing must be in a dark colour contrasting clearly with a white or light shaded background. Vivid colours or dyes containing phosphorescent substances are not permitted.
3. The top right hand corner of the envelope or card must contain the symbol of a postage stamp with a bold diagonal line superimposed and the words NE PAS AFFRANCHIR (NO STAMP REQUIRED).
4. Above the address, two solid horizontal bars must be printed. Each bar must be at least 3 mm thick, and the bars must be at least 14 mm apart. Between the bars there must be printed two lines of text. On the first line must be printed the words RE-

- PONSE PAYEE (REPLY PAID). On the second line must be printed the name of the country of destination. Both lines of text between the horizontal bars must be printed in capital letters.
5. An airmail indication stating the words "By air mail" and/or "Par avion" must be printed in the top left-hand corner. The indication "Prioritaire" ("Priority") and "Par avion" shall also be acceptable.
6. Items consisting of envelopes or packets bearing a label conforming to the specifications in sections 1-5 of this Article and to the regulations in the Manual of the Convention shall also be admitted as IBRS items.
7. IBRS items may contain correspondence, printed papers and goods of no commercial value.
8. The following size and weight requirements apply to IBRS cards :
- a) Minima: 90 X 140 mm, with a tolerance of 2 mm
  - b) Maxima: 120 X 235 mm, with a tolerance of 2 mm
  - c) Thickness: Must be sufficiently stiff to withstand processing without difficulty.
9. The following size and weight requirements apply to IBRS envelopes:
- a) Minima: to have a surface measuring not less than 90 x 140mm, with a tolerance of 2 mm. In roll form: length plus twice the diameter: 170 mm, but the greatest dimension may not be less than 100 mm.
  - b) Maxima: length, width and depth combined: 900 mm, but the greatest dimension may not exceed 600 mm, with a tolerance of 2 mm. In roll form: length plus twice the diameter: 1040 mm, but the greatest dimension may not exceed 900 mm, with a tolerance of 2 mm.
  - c) Maximum weight: 250 grammes.
10. No wording other than specified in this Article shall appear on the face of the envelope, card or label.

#### ARTICLE 110

#### ENTRY INTO FORCE AND DURATION



1. These Detailed Regulations shall enter into force on the same date as the IBRS Agreement.
2. These Detailed Regulations shall have the same duration as the IBRS Agreement.