

Article VIII

The Agreement and all subsequent supplementary agreements may be amended by common agreement between the two Governments.

In Witness Whereof, the undersigned, duly authorized thereto by their respective Governments, have signed this Agreement.

Done respectively in Taipei on this 21st day of the third month of the year One Thousand Nine Hundred and Ninety Four and in Suva on this 17th day of the fifth month of the year One Thousand Nine Hundred and Ninety Four.

For the Government of
the Republic of China

[Singed]
Ling Shiang-Nung
Vice Chairman
Council of Agriculture
Executive Yuan

For the Government of
the Republic of Fiji

[Singed]
Permanent Secretary
Ministry of Primary Industries
Forestry & Cooperatives

中華民國台灣郵政總局與斐濟〔共和國〕郵政總局間
交換國際快捷郵件瞭解備忘錄

MEMORANDUM OF UNDERSTANDING BETWEEN THE POSTAL
ADMINISTRATIONS OF [THE REPUBLIC OF] FIJI AND TAIWAN, ROC FOR
THE EXCHANGE OF INTERNATIONAL EXPRESS MAIL

Signed on June 10 and June 11, 1993
Entered into force on December 15, 1993

Article 1 OBJECT OF AGREEMENT

In accordance with Article 6 and 92 of the Universal Postal Convention an exchange of International EMS shall take place between Taiwan, ROC and Fiji.

Article 2 DEFINITION

- 2.1 EMS items shall be posted at regular intervals (Programmed Service) or irregularly at the request of the sender (On-Demand Service).
- 2.2 Programmed items shall be conveyed over specially agreed links to guarantee delivery at the stipulated times.

- 2.3 On-Demand items shall be forwarded to the administration of destination over the most rapid links available.
- 2.4 EMS shall be available between all agreed points in Taiwan, ROC and Fiji.
- 2.5 EMS is called “EMS” in Taiwan, ROC and “EMS” in Fiji.

Article 3 PROGRAMMED SERVICE

- 3.1 Programmed items shall be accepted on the basis of a contract between the administration of posting and the sender. This contract shall lay down the timetable for posting and carrying EMS items as well as their frequency.

The Fiji Administration does not offer Programmed Service.

- 3.2 For each Programmed Service contract the administration of origin will provide to the administration of destination the following information at least ten days prior to commencing a service pursuant to such a contract.

This Establishment shall contain the following information.

- the names and addresses of the sender and the designated addressee.
 - Licence or contract number of the sender.
 - the day or the days of the week for mailing.
 - flight to be used for dispatch.
- 3.3 The Fiji Administration shall return a copy of Establishment duly completed with the anticipated delivery time.
- 3.4 Similar notice shall also be given to the Fiji Administration before a service is altered or cancelled.

Article 4 ON DEMAND SERVICE

Each Administration will

- i) – Offer On Demand Service to designated locations, a list of which is provided to the other administration.
- ii) – 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.
- iii) – Inform the other administration of all identification marks or numbers which it uses for On-Demand items.

- 4.1 Prior notice of sending On-Demand items is not required.

Article 5 GOODS

EMS items may contain goods.

Article 6 PROHIBITED OBJECTS

The prohibitions provided for in the UPU Convention shall apply to EMS items likewise the restrictions on entry and transmit given in the List of Prohibited Articles published by the International Bureau of Universal Postal Union.

Article 7 CUSTOMS CLEARANCE

- 7.1 Each administration shall make all arrangements necessary for the fastest possible customs clearance of EMS items.

Article 8 LIMITS OF WEIGHT AND SIZE

- 8.1 The weight of each item shall not exceed 20 kilograms.
- 8.2 The weight of each mail bag shall not exceed 30 kilograms.
- 8.3 EMS items shall not exceed 1.05 metres for any one dimension or 2 metres for the sum of the length and the greatest circumference measured in a direction other than that of the length.

Article 9 CHARGES

- 9.1 The charges shall be set by the administration of posting of the EMS items.
- 9.2 Apart from the charges to be paid by the sender, there shall be no further postal charges payable by the sender or the addressee of an EMS item.

Article 10 FORWARDING

EMS items shall be sent by the fastest pre-arranged means of transport from the time of posting (or from the time they are collected from the sender) to delivery.

Article 11 COMPENSATION IN THE EVENT OF IMBALANCE IN EXCHANGES

- 11.1 Each Administration shall set, in the event of imbalance in exchanges, a unit rate of compensation per item corresponding to the costs.
- 11.2 At the end of each calendar year (i.e 31 December) the administration 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 handling and

delivery costs it has incurred for each additional item received.

- 11.3 Terminal dues and internal conveyance dues as defined in the Universal Postal Convention shall not apply to EMS items.
- 11.4 No imbalance claim will be payable where difference in the number of items exchanged during the year is less than one hundred.
- 11.5 Modifications to the imbalance charge may be made as follows:
- a) Each administrations may increase its imbalance charge when necessary due to an increase in 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 12 LIABILITY

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

Article 13 PAYMENT OF POSTAGE

All items shall have postage paid in accordance with methods approved by each administration.

Article 14 PACKING

- 14.1 Each item shall be made up in such a way that the contents be sufficiently protected while permitting quick and easy verification.

Article 15 INDICATIONS ON THE OUTER COVER

The outer cover of EMS items must contain the following information:

- destination: “EMS” or the name indicated on paragraph 2.5.
- Office and date of posting.
- names and addresses of sender and addressee.

- Other indications requested by the receiving administration.

Article 16 UNDELIVERABLE ITEMS

An item refused by the addressee or an undeliverable item shall be returned to the sender by EMS at no extra charge.

Article 17 REFORWARDING OF MISSENT ITEMS OR BAGS

Every missent EMS item or bag shall be reforwarded to its proper destination by the most direct means used for the EMS by the administration which received it.

Article 18 EXCHANGE OF INFORMATION

The administrations shall exchange the following information:

- the areas to which EMS can be sent.
- anticipated delivery times based on flight arrival.
- sorting system of items and the names of the exchange offices of destination.
- flight schedule to be used.
- other information necessary to commence and maintain the EMS service.

Article 19 DISPATCHING

- 19.1 EMS items shall be placed in the blue and orange EMS bags separately from other mail items.
- 19.2 Each bag shall bear a blue and orange label clearly showing the office of exchange of destination.
- 19.3 A special document "Manifest" or a C12 form to which the indication EMS has been added shall be sent with each despatch. Each item shall be entered individually on the form.
- 19.4 EMS bags shall be sealed.
- 19.5 EMS bags shall be listed on a separate AV7, using new serial dispatch sequence.

Article 20 TEMPORARY SUSPENSION OF SERVICE

Where justified by extraordinary circumstances, each administration may temporarily suspend the service. The other administration shall be informed immediately of such suspension and of the resumption of the service by telex, telegram, electronic mail or

telephone.

Article 21 APPLICATION OF THE CONVENTION

The Universal Postal Convention or Detailed Regulations shall apply where appropriate, by analogy, in all cases not expressly governed by this Memorandum of Understanding.

Article 22 AMENDMENT

This Memorandum of Understanding may be modified by mutual agreement on the basis of exchange of letters including the text of modified paragraph(s)

Article 23 ENTRY INTO FORCE

- i) This Memorandum of Understanding shall come into force on the date mutually agreed upon by the Administrations. It shall remain in operation until the expiration of twelve months, after which 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.
- ii) Signed in duplicate
in Suva, Fiji on 6/10/93
and in Taipei, Taiwan on 6/11/93
- iii)

[Singed]
MANAGER, RETAIL POSTAL BUSINESS
FOR THE POSTAL ADMINISTRATION OF FIJI

[Singed]
CHIEH-KWEI HSU, DIRECTOR GENERAL
FOR THE POSTAL ADMINISTRATION OF THE REPUBLIC OF CHINA