# No. 4227

# UNITED STATES OF AMERICA and CZECHOSLOVAKIA

Agreement (with Regulations of execution) concerning the exchange of parcel post. Signed at Prague, on 15 September 1950, and at Washington, on 29 September 1950

Official texts: English and Czech.

Registered by the United States of America on 19 March 1958.

# ÉTATS-UNIS D'AMÉRIQUE et TCHÉCOSLOVAQUIE

Arrangement (avec Règlement d'exécution) relatif à l'échange de colis postaux. Signé à Prague, le 15 septembre 1950, et à Washington, le 29 septembre 1950

Textes officiels anglais et tchèque.

Enregistré par les États-Unis d'Amérique le 19 mars 1958.

No. 4227. AGREEMENT¹ BETWEEN THE UNITED STATES POST OFFICE DEPARTMENT AND THE POSTAL ADMINISTRATION OF THE CZECHOSLOVAK REPUBLIC CONCERNING THE EXCHANGE OF PARCEL POST. SIGNED AT PRAGUE, ON 15 SEPTEMBER 1950, AND AT WASHINGTON, ON 29 SEPTEMBER 1950

The undersigned, provided with full powers by their respective Authorities, have, by common consent, drawn up the following Agreement:

#### Article 1

## OBJECT OF THE AGREEMENT

1. Between the United States of America (including Alaska, Puerto Rico, the Virgin Islands, Guam, Samoa, and Hawaii) on one hand, and the Czechoslovak Republic on the other hand, there may be exchanged, under the denomination of parcel post, parcels up to the weight limit of 44 pounds (20 kilograms).

In the direction from the United States of America to Czechoslovakia, these parcels may not exceed the following dimensions:

Greatest length 4 feet, on condition that parcels over 42 inches but not over 44 inches long do not exceed 24 inches in girth; that parcels over 44 inches but not over 46 inches long do not exceed 20 inches in girth; that parcels over 46 inches but not over 4 feet long do not exceed 16 inches in girth; and that parcels up to  $3\frac{1}{2}$  feet in length do not exceed 6 feet in length and girth combined.

In the direction from Czechoslovakia to the United States of America, these parcels may not exceed the following dimensions:

Length, 105 centimeters (3 feet 6 inches),

Length and girth (taken in a direction other than that of the length) combined, 180 centimeters (6 feet).

Parcels may be exchanged by surface means or by air.

2. The viewpoint of the dispatching office in regard to the exact calculation of the weight and dimensions must be considered as prevailing, except in case of obvious error.

<sup>&</sup>lt;sup>1</sup> Came into force on 1 October 1950, the date fixed by mutual consent between the Administrations of the two countries, in accordance with article 26 (1).

#### LIBERTY OF TRANSIT

- 1. Each Administration guarantees liberty of transit over its territory, in relations with countries with which it maintains an exchange of parcels, for every parcel originating in or destined for the other contracting Administration.
- 2. The Administrations notify each other as to the countries of destination for which they accept parcels in transit.
- 3. To be accepted in transit, parcels must be in conformity with the provisions of the intermediate country.

#### Article 3

#### Postage and Other Charges

- 1. The Administration of the country of origin is authorized to collect from the sender of each parcel, in accordance with the provisions in force in its service, the postage charges and insurance fees, as well as the fees for return receipts and inquiries.
- 2. The charges and fees provided for in Section 1 must be paid in advance, save in case of reforwarding or return of parcels.
- 3. No fee or postage charge other than those provided for by the present Agreement or its Regulations of Execution<sup>1</sup> may be collected.

#### Article 4

#### CERTIFICATE OF MAILING

On request, the sender of an ordinary parcel may obtain a certificate at time of mailing the parcel. Each country has the right to collect therefor the fee provided for in its domestic service. Only the insurance receipt (in Czechoslovakia a certificate of mailing) will be furnished the sender of an insured parcel free of charge at the time of mailing.

#### Article 5

## CUSTOMS-CLEARANCE, DELIVERY AND STORAGE CHARGES

1. The Administration of the country of destination may collect from the addressee, for the fulfillment of customs formalities and delivery at his residence, a charge not exceeding 120 gold centimes per parcel, as well as a supplementary charge of 40 gold centimes per parcel for each new presentation, when the first presentation has been unsuccessful.

<sup>&</sup>lt;sup>1</sup> See p. 260 of this volume.

2. Each Administration is authorized to collect a suitable storage charge for parcels which are not withdrawn within the period which it has fixed. This charge may not, however, exceed five gold francs per parcel.

#### Article 6

#### CUSTOMS DUTIES

The parcels are subject to all customs laws and regulations in force in the country of destination. The duties and other non-postal charges collectible on that account are collected from the addressee on delivery of the parcel, in accordance with the customs regulations.

## Article 7

#### PROHIBITIONS

- 1. It is forbidden to enclose in parcels:
- a) Communications or notes having the character of letters. It is permissible, however, to enclose in the parcel the open invoice reduced to its essential features, as well as a simple copy of the address of the parcel with mention of the address of the sender.
- b) An article bearing an address other than that of the addressee of the parcel.
  - c) Live animals except bees, leeches and silkworms.
- d) Articles whose admission is not authorized by the customs or other laws or regulations of one of the two countries.
- e) Explosive or inflammable articles, and, in general, all merchandise whose transportation is dangerous.
- 2. If parcels coming under one of these prohibitions have been wrongly accepted for mailing, the Administration detecting them treats them in accordance with its domestic laws and regulations.
- 3. The two Administrations advise each other, by means of the List of Prohibited Articles published by the International Bureau of the Universal Postal Union, of all prohibited articles. However, they do not assume, on that account, any responsibility toward the customs or police authorities or the sender.

#### Article 8

#### RETURN AND CHANGE OF ADDRESS

The sender of a parcel may have it returned or have its address changed provided that it has not been delivered to the addressee. The requests for return or change of address are subject to the provisions in force in the domestic service of the two contracting Administrations. They must be sent to the Central Administration, or to such other offices as may be designated by way of correspondence.

## RETURN RECEIPTS AND TRACERS

1. The sender of an insured parcel may obtain a return receipt upon payment of the fee provided for in the country of origin.

When a return receipt is requested, the sender or the office of origin must write or print on the parcel the conspicuous note: "Return receipt" ("Avis de réception"), "Advice of delivery" ("Avis de distribution"), or simply place thereon the two letters "A. R.", traced in heavy lines.

2. A charge, which the Administration of origin fixes at its convenience, may be collected for every inquiry presented after mailing an ordinary or insured parcel, unless the sender has already paid the special fee for a return receipt.

The country of origin also has the option of collecting a fee when it is a question of correcting an irregularity which is not the fault of the postal service.

## Article 10

## REFORWARDING

- 1. The reforwarding of a parcel within one of the contracting countries gives rise to the collection of the supplementary charges provided for by the Administration of that country. The same is true, if occasion arises, in regard to the delivery of such parcel to another person at the original place of destination.
- 2. If a parcel must be reforwarded to one of the two countries signatory to the present Agreement, it is liable to new postage charges, and, if occasion arises, new insurance fees, unless such charges and fees have been paid in advance. Insured parcels must be reforwarded as such. The new fees are collected from the addressee by the Administration effecting the delivery.
- 3. At the request of the sender or addressee, parcels may also be reforwarded or returned to another country. Insured parcels may not, however, be forwarded or returned except as such. The senders may mark the parcels: "Do not forward to a third country". In that case, the parcels must not be reforwarded to any other country. In case of loss, rifling or damage of an insured parcel reforwarded or returned to another country, the indemnity is decided upon exclusively in accordance with the provisions of Article 16, Section 5 of the present Agreement.

#### Article 11

#### MISDIRECTED PARCELS

Ordinary parcels, when missent, are reforwarded to their true destination by the most direct route at the disposal of the reforwarding Administration. They must not be charged with customs or other charges by that Administration. Insured parcels, when missent, may not be reforwarded to their destination except as such. If this is impossible, they are returned to origin.

# Article 12 REBUTS

- 1. If the sender has not given contrary instructions, undeliverable parcels are returned to him without previous notice. They are liable to new postage charges as well as insurance fees if necessary, and are returned as parcels of the same class in which they were received. The charges are collectible from the sender, and are collected by the Administration delivering the parcels to him.
- 2. At the time of mailing, the sender may request, in the event of non-delivery:
  - a) that the parcel be returned to him immediately;
  - b) that it be considered as abandoned; or
  - c) that it be delivered to another person in the country of destination.

If the sender makes use of this option, he must mark the parcel and the dispatch note with one of the following notes:

"In case of non-delivery, the parcel should be returned immediately";

"In case of non-delivery, the parcel should be considered as abandoned";

"In case of non-delivery, the parcel should be delivered to

No note other than those provided for above is permitted.

- 3. Barring contrary instructions, undeliverable parcels are returned to origin 30 days after their arrival at the office of destination. Parcels which the addressee refuses to accept shall be returned immediately. In all cases, the reason for the non-delivery must be indicated on the parcel.
- 4. Parcels liable to deterioration or corruption may be sold immediately, even en route on the outward or return voyage, without previous notice and without judicial formality, for the profit of the rightful party.
- If, for any reason, sale is impossible, the deteriorated or corrupted articles are destroyed. The sale or destruction gives rise to the making of a report which is sent to the Administration of origin.
- 5. Undeliverable parcels which the sender has abandoned may, at the expiration of a 30-day period, be sold for the profit of the Administration of the country of destination. However, in the case of an insured parcel, a report is made up, which must be sent to the Administration of the country of origin. Likewise, the Administration of the country of origin must be advised when an insured parcel which is undeliverable is not returned to origin.

## CANCELLATION OF CUSTOMS DUTIES

If the formalities required by the customs authorities have been fulfilled, the customs duties properly so-called are canceled, in Czechoslovakia and the United States on parcels destroyed, returned to origin or reforwarded to a third country.

## Article 14

## Non-responsibility for Ordinary Parcels

Neither the sender nor the addressee of an ordinary parcel is entitled to indemnity for the loss of the parcel or for the abstraction of or damage to its contents.

## Article 15

#### INSURED PARCELS

- 1. The sender of a parcel may have it insured by paying, in addition to the ordinary postage charges, an insurance fee fixed in accordance with the legislation of the country of origin.
- 2. The maximum of insurance is fixed at \$200 for parcels mailed in the United States of America and 10.000 Kčs for parcels mailed in Czechoslovakia.
- 3. Parcels containing coin, precious metals, jewelry, or other precious articles must be sent insured.
- 4. A parcel cannot give the right to an indemnity higher than the actual value of its contents, but it is permissible to insure a parcel for only part of its total value, at the option of the sender.
- 5. Any fraudulent declaration of a value higher than the actual value of the parcel is subject to the judicial prosecution which may be prescribed by the legislation of the country of origin.
- 6. Each Administration reserves the right to take action, approved by mutual consent through correspondence, with a view to increasing or decreasing the maximum amount of the insurance mentioned in the present Article.

# Article 16

#### INDEMNITY

1. Except in the cases mentioned in the article following, the Administrations are responsible for the loss of insured parcels mailed in one of the two contracting countries for delivery in the other and for the loss, abstraction of, or damage to their contents, or a part thereof.

The sender, or other rightful claimant, is entitled to compensation corresponding to the actual amount of the loss, abstraction or damage. The amount

of indemnity is calculated on the basis of the actual value (current price, or, in the absence of current price, the ordinary estimated value) at the place where and the time when the parcel was accepted for mailing, provided in any case that the indemnity may not be greater than the amount for which the parcel was insured and on which the insurance fee has been collected, or the maximum amount specified in Article 15.

- 2. No indemnity is paid for indirect damages or loss of profits resulting from the loss, rifling, damage, non-delivery, misdelivery, or delay of an insured parcel dispatched in accordance with the conditions of the present Agreement.
- 3. In the case where indemnity is payable for the loss of a parcel or for the destruction or abstraction of the whole of the contents thereof, the sender is entitled to return of the postal charges, if claimed. However, the insurance fees are not in any case returned.
- 4. In the absence of special agreement to the contrary between the countries involved, which agreement may be made by correspondence, no indemnity will be paid by either country for the loss, rifling, or damage of transit insured parcels, that is, parcels originating in a country not participating in this Agreement and destined for one of the two contracting countries or parcels originating in one of the two contracting countries and destined for a country not participating in this Agreement.
- 5. When an insured parcel originating in one country and destined to be delivered in the other country is reforwarded from there to a third country or is returned to a third country at the request of the sender or of the addressee, the party entitled to indemnity in case of loss, rifling, or damage occurring subsequent to the reforwarding or return of the parcel by the original country of destination, can lay claim, in such a case, only to the indemnity which the country where the loss, rifling, or damage occurred consents to pay, or which that country is obliged to pay in accordance with the agreement made between the countries directly interested in the reforwarding or return. Either of the two countries signing the present Agreement which wrongly forwards an insured parcel to a third country is responsible to the sender to the same extent as the country of origin, that is, within the limits of the present Agreement.
- 6. The sender is responsible for defects in the packing and insufficiency in the closing and sealing of insured parcels. Moreover, the two Administrations are released from all responsibility in case of loss, rifling, or damage caused by defects not noticed at the time of mailing.

#### Article 17

## EXCEPTIONS TO THE PRINCIPLE OF RESPONSIBILITY

The Administrations are released from all responsibility:

a) In case of "in care" parcels, responsibility ceases when delivery has been made to the addressee first mentioned and his receipt has been obtained,

- b) In case of loss or damage through force majeure (causes beyond control); although either Administration may at its option and without recourse to the other Administration pay indemnity for loss or damage due to force majeure even in cases where the Administration of the country in the service of which the loss or damage occurred recognizes that the loss or damage was due to force majeure. The country responsible must decide, in accordance with its internal legislation, whether the loss or damage was due to circumstances constituting a case of force majeure.
- c) When, their responsibility not having been proved otherwise, they are unable to account for parcels in consequence of the destruction of official documents through *force majeure*.
- d) When the damage has been caused by the fault or negligence of the sender or the addressee or the representative of either, or when it is due to the nature of the article.
  - e) For parcels which contain prohibited articles.
- f) In case the sender of an insured parcel, with intent to defraud, declares the contents to be above their real value; this rule, however, shall not prejudice any legal proceedings necessitated by the legislation of the country of origin.
  - g) For parcels seized by the Customs.
- h) When no inquiry or application for indemnity has been made by claimant or his representative within a year commencing with the day following the posting of the insured parcel.
- i) For parcels which contain perishable matter, or which did not conform to the stipulations of this Agreement, or which were not posted in the manner prescribed; but the country responsible for the loss, rifling, or damage may pay indemnity in respect of such parcels without recourse to the other Administration.

#### TERMINATION OF RESPONSIBILITY

Administrations cease to be responsible for parcels of which they have effected delivery in accordance with their internal regulations for parcels of the same nature.

Responsibility is, however, maintained when the addressee or, in case of return, the sender makes reservations in taking delivery of a parcel the contents of which have been abstracted or damaged.

#### Article 19

#### PAYMENT OF INDEMNITY

The obligation to pay compensation, as well as the postage charges due to be refunded, rests with the Administration to which the office of origin

of the parcel is subordinate. However, in cases where the compensation is paid to the addressee in accordance with Article 16, Section 1, second paragraph, the obligation shall rest with the Administration of destination. The paying Administration retains the right to make a claim against the Administration responsible.

#### Article 20

#### PERIOD FOR PAYMENT OF COMPENSATION

1. The payment of compensation for an insured parcel shall be made to the rightful claimant as soon as possible and at the latest within a period of one year counting from the day following that on which the application is made.

However, the Administration responsible for making payment may exceptionally defer payment of indemnity for a longer period than that stipulated if, at the expiration of that period, the question whether the loss of the articles is due to *force majeure* has not been decided.

2. Except in cases where payment is exceptionally deferred as provided in the second paragraph of the foregoing section, the Postal Administration which undertakes payment of compensation is authorized to pay indemnity on behalf of the Office which, after being duly notified of the application for indemnity, has let nine months pass without settling the matter.

## Article 21

#### FIXING OF RESPONSIBILITY

- 1. Until the contrary is proved, responsibility for an insured parcel rests with the Administration which, having received the parcel without making any reservation and being put in possession of all the regulation means of investigation, cannot establish the disposal of the parcel.
- 2. When the loss, rifling, or damage of an insured parcel is detected upon opening the receptacle at the receiving exchange office, and has been regularly pointed out to the dispatching exchange office, the responsibility falls on the Administration to which the latter office belongs, unless it be proved that the irregularity occurred in the service of the receiving Administration.
- 3. If the loss, rifling, or damage has taken place in the course of transportation, without its being possible to establish on the territory or in the service of which country the act took place, the Offices involved bear the loss in equal shares.
- 4. The Administration paying compensation takes over, to the extent of the amount paid, the rights of the person who has received it, in any action which may be taken against the addressee, the sender, or a third party.

5. If a parcel which has been regarded as lost is subsequently found, the person to whom compensation has been paid must be informed that he is at liberty to take possession of the parcel against repayment of the amount of compensation.

#### Article 22

## REPAYMENT OF COMPENSATION

- 1. The Administration responsible for the loss, rifling, or damage and on whose account the payment is effected, is bound to repay the amount of the indemnity to the Administration which has effected payment. This reimbursement must take place without delay and, at the latest, within the period of nine months after notification of payment.
- 2. These repayments to the creditor Administration must be made without expense for that Office by money order or draft, in money valid in the creditor country, or in any other way to be mutually agreed upon by correspondence.

#### Article 23

#### RETURN RECEIPTS

- 1. When a return receipt is requested, the office of origin or any other office appointed by the dispatching Administration shall fill out a return receipt form and attach it to the parcel to which it relates. If the form does not reach the office of destination, that office makes out a duplicate.
- 2. The office of destination, after having duly filled out the return receipt form, returns it free of postage to the address of the sender of the parcel.
- 3. When the sender applies for a return receipt after a parcel has been mailed, the office of origin duly fills out a return receipt form and attaches it to a form of inquiry which is entered with the details concerning the transmission of the parcel and then forwards it to the office of destination of the parcel. In the case of the due delivery of the parcel, the office of destination withdraws the inquiry form and the return receipt is treated in the manner prescribed in the foregoing section.

#### Article 24

#### **PAYMENTS**

- 1. For parcels exchanged between the contracting countries, the dispatching Office credits to the Office of destination, in the parcel bills, the quotas due to the latter, and indicated in the Regulations of Execution.
- 2. The sums to be paid for parcels in transit, that is, parcels destined either for a possession or for a third country, are likewise indicated in the Regulations of Execution.

- 3. The transit charges due to the European country traversed for parcels from the United States of America and beyond destined for Czechoslovakia are paid directly, and at its expense, by the Administration of the United States; in the other direction by the Administration of Czechoslovakia.
- 4. In case of reforwarding or return to origin of a parcel, the redispatching Office recovers from the other Office the quotas due to it in accordance with Section 1 above and, in addition, the charges due to any other Administration taking part in the redirection or return for any territorial or maritime conveyance furnished, if these charges are not covered by the charges paid to the retransmitting Administration, and finally, if necessary, the charges provided for by Articles 5 and 10 hereof and Article 9, Section 2 of the Regulations of Execution.

## QUESTIONS NOT COVERED BY THE AGREEMENT

- 1. All questions concerning requests for recall or change of address of parcels, and for return receipts, and the adjustment of indemnity claims including repayment of compensation, which are not covered by this Agreement, shall be subject to the provisions of the Universal Postal Union Convention and the Regulations for its Execution<sup>1</sup> in so far as they are applicable and not inconsistent with the provisions of this Agreement and finally, if no other arrangement has been made, the internal legislation, regulations, and rulings of the United States of America and the Czechoslovak Republic, according to the country involved, shall govern.
- 2. The Postmaster General of the United States of America and the Minister of Posts of the Czechoslovak Republic have the power to make, by agreement, through correspondence, any changes or modifications and any subsequent regulations of order and detail which may be necessary to facilitate the execution of the service contemplated by the present Agreement, as well as the power to conclude agreements for the exchange of parcels with charges to be collected on delivery.

The Postal Administrations of the two contracting countries will reciprocally advise each other of their legislative or regulatory provisions applicable to the transportation of parcel post.

#### Article 26

#### DURATION OF AGREEMENT

1. The present Agreement and Regulations of Execution will enter into force on a date to be fixed by mutual consent between the Administrations of the two countries.

<sup>&</sup>lt;sup>1</sup> United Nations, Treaty Series, Vol. 169, p. 3; Vol. 186, p. 356; Vol. 202, p. 340, and Vol. 227, p. 390.

- 2. The present Agreement and Regulations of Execution replace and abrogate the Parcel Post Convention which was signed at Prague, October 9, 1919 and at Washington October 31, 1919.
- 3. The present Agreement will remain in force until one of the two contracting Administrations has notified the other, six months in advance, of its intention to abrogate it.
- 4. Either of the two Administrations may terporarily suspend the service of insured parcels, totally or partially, when there are special reasons for doing so, or restrict that service to certain offices, but on the condition that the other Administration has been informed of that measure in advance, and by the most rapid means if necessary.

The present Agreement was executed in English and Czech texts, both being authentic. Each Administration will get one copy of this Agreement.

DONE in duplicate and signed at Washington, the 29th day of September, 1950, and at Praha, the 15th day of September 1950.

The Postmaster General of the United States of America:

J. M. Donaldson

[SEAL]

Minister of Posts of the Czechoslovak Republic : Alois Neuman

REGULATIONS OF EXECUTION FOR THE AGREEMENT CON-CERNING THE EXCHANGE OF PARCEL POST CONCLUDED BETWEEN THE UNITED STATES POST OFFICE DEPARTMENT AND THE POSTAL ADMINISTRATION OF THE CZECHO-SLOVAK REPUBLIC<sup>1</sup>

#### Article 1

#### PREPARATION OF PARCELS

1. The name and address of the sender and of the addressee must be written, legibly and correctly, if possible on the parcel itself, or on a label affixed securely to the parcel.

Its is recommended that a duplicate of the address be inclosed in every parcel, especially when the use of a tag is rendered necessary by the packing or form of the parcel.

<sup>&</sup>lt;sup>1</sup> See p. 4 of this volume.

Parcels on which the name of the sender or of the addressee is indicated merely by initials are not admitted, except in the case of commercial designations (trade names) composed of initials.

Addresses in ordinary pencil are not admitted. However, addresses written in indelible pencil on a previously dampened surface are accepted.

Parcels may be addressed "in care of" banks and other organizations; the delivery is effected in accordance with the regulations of the country of destination.

- 2. When a parcel containing coin, gold or silver in bars, precious stones or other precious articles is sent uninsured through error, the post office which first discovers it is bound to treat it as an insured parcel, and in accordance with the legislation of its country.
- 3. Each parcel must be packed in such a manner that the contents are protected over the whole route. Insured parcels must be sealed with wax or lead or by some equivalent means. For ordinary parcels, careful tying is sufficient as a mode of closing, but they may also be sealed, at the option of the sender.

As a protective measure, either Administration may require that a special uniform imprint or mark of the sender appear on the wax or lead seals closing insured parcels.

The Customs Administration of the country of destination is authorized to open the parcels. To that end, the seals or any other fastenings may be broken. Parcels opened by the Customs must be refastened and also officially sealed, if the sender has sealed them.

- 4. For insured parcels, the amount of the insured value shall be written in Roman letters, both on the parcel and on the Customs declaration in the currency of the country of origin and in gold francs converted at the current rate.
- 5. Each insured parcel must bear on the address side an insurance number and the notation "Insured," "Valeur déclarée," or "V."
- 6. The labels or postage stamps affixed to insured parcels must be spaced so that they cannot serve to conceal injuries to the packing. Neither must they be folded over two faces of the wrapping so as to cover the edge.
- 7. Liquids and easily liquefiable substances must be sent in a double receptacle. Between the first (bottle, flask, box, etc.) and the second (box of metal, strong wood, or strong carton of fibreboard, or receptacle of equal strength), there must be left a space to be filled with sawdust, bran, or other absorbent material, in a sufficient quantity to absorb all the liquid in case that the receptacle is broken.
- 8. Powders and dyes in powdered form must be packed in strong boxes of tin or other metal, which, after soldering, must be placed in turn in wooden boxes or other receptacles of equal strength in such a way as to avoid all damage to other articles.

#### CUSTOMS DECLARATIONS

1. For each parcel mailed in either country, the sender must make out a customs declaration in accordance with the forms in use in the country of origin. The customs declaration must be securely attached to the parcels to which they relate.

The customs declaration must show the following information: General description of the parcel, exact and detailed description of the contents, value, gross weight, date of mailing, name and address of the sender and addressee and country of origin of the merchandise.

2. The Administrations assume no responsibility in regard to the exactness of the customs declarations.

## Article 3

#### EXCHANGE OF PARCELS

1. The parcels are exchanged in sacks closed by means of wax or lead seals, between the offices designated by the Administrations. They are transmitted to the country of destination at the expense of the country of origin and in a manner convenient to the latter.

The weight of each sack must not exceed 40 kilograms.

2. Ordinary parcels and insured parcels are included in separate sacks.

The labels of the sacks containing insured parcels must bear the letter "V."

## Article 4

#### **PAYMENTS**

- 1. The terminal quotas to be credited by the dispatching Office to the Office of destination, by virtue of Article 24, Section 1 of the Agreement are the following:
- I. By the United States of America to Czechoslovakia:
  - 22 gold centimes per kilogram, based on the bulk net weight of each dispatch.
- II. By Czechoslovakia to the United States of America:

70 gold centimes per kilogram based on the bulk net weight of each dispatch for parcels addressed to continental United States, not including Alaska.

220 gold centimes per kilogram based on the bulk net weight of each dispatch for parcels addressed to Alaska.

105 gold centimes per kilogram based on the bulk net weight of each dispatch for parcels addressed to Puerto Rico, Virgin Islands of the United States, Panama Canal Zone and the U.S. Naval Operating Base, Guantanamo, Cuba.

185 gold centimes per kilogram, based on the bulk net weight of each dispatch, for parcels addressed to Guam, Hawaii, Samoa (Manua, Tutuila and Pago Pago).

The above-mentioned rates may be decreased or increased on three months advance notice given by one Administration to the other. The reduction or increase shall hold good for at least one year.

2. The amounts to be allowed for parcels sent from one Administration to the other for onward transmission to a third country shall be fixed by the intermediate Administration.

#### Article 5

#### ENTRY OF PARCELS ON THE BILLS

- 1. Separate parcel bills must be prepared for the ordinary parcels on the one hand, and for the insured parcels on the other hand.
- 2. Each dispatching exchange office numbers the parcel bills in accordance with an annual series. The last number of the preceding year must be mentioned on the first bill of the new year.
- 3. The parcel bills are prepared in duplicate. The original is sent in the regular mails, while the duplicate is inserted in one of the sacks. The sack containing the parcel bill is designated by the letter "F", traced in a conspicuous manner on the label.
- 4. The ordinary parcels included in each dispatch are to be entered on the parcel bills to show the total number of parcels and the total net weight thereof.
- 5. Insured parcels shall be entered individually on separate parcel bills to show the insurance number and the name of the office of origin as well as the total number of insured parcels and the total net weight thereof.
- 6. Parcels sent à découvert for Alaska, Puerto Rico, the Virgin Islands, Hawaii, Guam and Samoa are to be entered separately, according to their different destinations, on the parcel bills.
- 7. Parcels returned to origin shall be designated as such in the parcel bills by means of the note "Returned" ("Retour"); redirected parcels by the note "Redirected" ("Réexpédié"). Redirected or returned parcels shall be entered individually.
- 8. The total amounts to be credited by one Administration to the other and the total number of sacks comprising each dispatch must also be shown on the parcel bills.
- 9. The detailed mode of procedure and the exact manner of handling transit parcels, that is, those destined for third countries, or of the receptacles containing them, will be fixed by reciprocal agreement, through correspondence.

#### VERIFICATION BY THE EXCHANGE OFFICE

- 1. Upon receipt of a dispatch, the exchange office of destination proceeds to verify it. The entries in the parcel bill must be verified exactly. Each error or omission must be brought immediately to the knowledge of the dispatching exchange office by means of a bulletin of verification. A dispatch is considered as having been found in order in all regards when no bulletin of verification is made up.
- 2. If an error or irregularity is found upon receipt of a dispatch, all objects which may serve later on for investigations, or for examination of requests for indemnity, must be kept.
- 3. The dispatching exchange office to which a bulletin of verification is sent, returns it after having examined it and entered thereon its observations, if any. That bulletin is then attached to the parcel bills of the parcels to which it relates. Corrections made on a parcel bill which are not justified by supporting papers are considered as devoid of value.
- 4. If necessary, the dispatching exchange office may also be advised by telegram, at the expense of the office sending such telegram.
- 5. In case of shortage of a parcel bill, a duplicate is prepared, a copy of which is sent to the exchange office of origin of the dispatch.
- 6. When a parcel bears evident traces of rifling or damage, it must be marked with a note to that effect, and with an imprint of the stamp of the office which has detected the fact. If need be, a report is prepared and attached to the parcel.

#### Article 7

#### RECEPTACLES

- 1. Each Administration provides itself with the necessary sacks for the exchange of its parcels. The empty sacks must be returned to the country of origin by the next mail.
- 2. It is necessary to indicate in the parcel bill both the number of sacks used for the preparation of the dispatch and the number of empty sacks returned. With the aid of these indications, each Administration exercises a control over the return of the receptacles belonging to it. In case that this control shows that 10 per cent of the total number of sacks used during a year have not been returned, the value of the missing sacks must be repaid to the dispatching office. Payment must also be made, if the number of missing bags does not amount to 10 per cent, but exceeds 50 bags.

#### ACCOUNTING

- 1. At the end of each quarter, each Administration makes up an account on the basis of the parcel bills.
- 2. These accounts are submitted for examination to the corresponding Administration in the course of the month which follows the quarter to which they relate.
- 3. The recapitulation, transmission, examination and acceptance of these accounts must not be delayed, and the payment of the balance shall take place, at the latest, at the expiration of the following quarter.
- 4. The balance resulting from the adjustment of the accounts between the two Administrations is paid by a sight draft drawn on New York, or by some other means mutually agreed upon by correspondence. The expenses of payment are chargeable to the debtor Administration.

## Article 9

#### REPACKING

1. The exchange office which receives from a corresponding office a parcel which is damaged or insufficiently packed must redispatch such parcel after repacking, if necessary, preserving the original packing as far as possible.

If the damage is such that the contents of the parcel may have been abstracted, the office must first officially open the parcel and verify its contents.

In either case, the weight of the parcel will be verified before and after repacking, and indicated on the wrapper of the parcel itself. That indication will be followed by the note "Remballé à \_\_\_\_\_\_" (Repacked at\_\_\_\_\_) and the signature of the agents who have effected such repacking.

2. The Administration of the country on whose territory the parcel had to be repacked in order to protect its contents is authorized to impose a repacking charge on that parcel not exceeding 50 centimes. The charge can be applied only once during the entire course of conveyance. It is recovered from the addressee or, if there be occasion, from the sender.

#### Article 10

# DURATION OF REGULATIONS OF EXECUTION

The present Regulations of Execution have the same value as the Agreement concerning the Parcel Post. The contracting parties have the right to change or amend them by mutual consent.

The present Regulations of Execution were executed in English and Czech texts, both being authentic. Each Administration will get one copy of the Regulations of Execution.

Done in duplicate and signed at Washington the 29th day of September, 1950, and at Praha the 15th day of September 1950.

Postmaster General
of the United States of America:
J. M. Donaldson
[SEAL]

Minister of Posts of the Czechoslovak Republic: Alois NEUMAN