

No. 4921

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**UNITED STATES OF AMERICA  
and  
PORTUGAL**

**Parcel Post Agreement. Signed at Lisbon, on 12 January 1959, and at Washington, on 27 February 1959**

**Regulations for the execution of the above-mentioned Agreement. Signed at Lisbon, on 12 January 1959, and at Washington, on 27 February 1959**

*Official texts : English and Portuguese*

*Registered by the United States of America on 9 October 1959*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
PORTUGAL**

**Arrangement relatif à l'échange de colis postaux. Signé à Lisbonne, le 12 janvier 1959, et à Washington, le 27 février 1959**

**Règlement d'exécution de l'Arrangement susmentionné. Signé à Lisbonne, le 12 janvier 1959, et à Washington, le 27 février 1959**

*Textes officiels anglais et portugais*

*Enregistrés par les États-Unis d'Amérique le 9 octobre 1959*

No. 4921. PARCEL POST AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND THE POSTAL ADMINISTRATION OF PORTUGAL. SIGNED AT LISBON, ON 12 JANUARY 1959, AND AT WASHINGTON, ON 27 FEBRUARY 1959

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The undersigned, for and on behalf of the Postal Administrations of the United States of America and Portugal, and duly authorized by their respective Governments, have by mutual consent agreed to the following Articles :

*Article I*

OBJECT OF THE AGREEMENT

Between the United States of America (including Alaska, Puerto Rico, the Virgin Islands, Guam, Samoa, and Hawaii) on the one hand and Portugal (Continent and the Azores and Madeira Archipelagoes) on the other hand, there may be exchanged parcels up to the limits of weight and dimensions stated in the Regulations for the Execution of this Agreement.<sup>2</sup>

*Article II*

TRANSIT PARCELS

1. Each Postal Administration agrees to accept in transit through its service, to or from any country with which it has parcel-post communication, parcels originating in, or addressed for delivery in the service of, the other contracting Administration.

2. Each Postal Administration shall inform the other to which countries parcels may be sent through it as intermediary, and the amount of the charges due to it therefor, as well as other conditions.

3. To be accepted for onward transmission, parcels sent by one of the contracting Administrations through the service of the other Administration must comply with the conditions prescribed from time to time by the intermediate Administration.

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<sup>1</sup> Came into force on 1 May 1959, the date mutually settled between the Administrations of the two contracting countries, in accordance with article XXXI.

<sup>2</sup> See p. 76 of this volume.

*Article III*

## POSTAGE AND OTHER FEES

1. The Administration of origin shall collect from the sender the postage for the parcels as well as the fees pertaining to requests for information and requests for return receipts, whether these requests accompany the parcel or are made subsequently.
2. Except in the case of returned or redirected parcels, the postage and fees indicated in the preceding Section must be paid in advance.

*Article IV*

## PREPARATION OF PARCELS

Every parcel shall be packed in a manner adequate for the length of the journey and the protection of the contents as set forth in the Regulations of Execution of this Agreement.

*Article V*

## PROHIBITIONS

1. The following articles are prohibited transmission by parcel post :

(a) A letter or a communication having the character of an actual and personal correspondence. Nevertheless, it is permitted to enclose in a parcel an open invoice confined to the particulars which constitute an invoice, and also a simple copy of the address of the parcel, that of the sender being added.

(b) An enclosure which bears an address different from that placed on the cover of the parcel.

(c) Any live animal, except bees.

(d) Any article the admission of which is forbidden by the customs or other laws or regulations in force in either country.

(e) Any explosive or inflammable article and, in general, any article the conveyance of which is dangerous, including articles which from their nature or packing may be a source of danger to postal employees or may soil or damage other articles.

(f) Articles of an obscene or immoral nature.

(g) It is forbidden to send coin, bank notes, currency notes, or any kind of securities payable to bearer, platinum, gold, or silver (whether manufactured or unmanufactured) ; precious stones, jewelry, or other precious articles in uninsured parcels.

If a parcel which contains coin, bank notes, currency notes, or any kind of securities payable to bearer, platinum, gold, or silver (whether manufactured or unmanufactured) ; precious stones, jewelry, or other precious articles is sent uninsured, it shall be placed under insurance by the Administration of destination and treated accordingly.

2. If a parcel contravening any of these prohibitions is handed over by one Administration to the other, the latter shall proceed in accordance with its laws and inland regulations. Explosives or inflammable articles, as well as documents, pictures, and other articles injurious to public morals, may be destroyed on the spot by the Administration which finds them in the mails.

3. The fact that a parcel contains a letter or any other correspondence of an actual and personal nature does not cause the return of the parcel to the sender. Correspondence found under such conditions shall, however, be handled in accordance with the domestic legislation of each country.

4. 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 on that account assume any responsibility towards the customs or police authorities, or the sender.

5. If a parcel wrongly admitted to the post is neither returned to origin nor delivered to the addressee, the Administration of origin shall be informed as to the precise treatment accorded to the parcel in order that it may take such steps as are necessary.

#### *Article VI*

##### INSURANCE

1. Parcels may be insured up to the amount of 500 gold francs or its equivalent in the currency of the country of origin. However, the two Postal Administrations may agree to increase or decrease this maximum amount of insurance.

2. A parcel cannot give rise to the right to an indemnity higher than the actual value of its contents, but it is permissible to insure it for only part of that value.

#### *Article VII*

##### RESPONSIBILITY. INDEMNITY

1. The Postal Administrations of the two countries concerned will be responsible for the loss, abstraction, or damage of an insured parcel only.

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

3. 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 of 500 gold francs.

4. In case the loss, rifling or damage occurred in the country of destination, the indemnity may be paid to the addressee, if the latter claims it, providing he made reservations at the time of receipt of the parcel and when it is proved that the sender waived his rights thereto in the addressee's favor.

5. 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.

6. 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 returned in any case.

7. In the absence of special agreement to the contrary between the Administrations involved, which agreement may be made by correspondence, no indemnity will be paid by either Administration 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 participating countries, or parcels originating in one of the two participating countries and destined for a country not participating in this Agreement.

8. 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 the 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 Administration of the country where the loss, rifling, or damage occurred consents to pay, or which that Administration is obliged to pay in accordance with the agreement made between the Administrations directly interested in the reforwarding or return. Either of

the two Administrations 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.

### Article VIII

#### EXCEPTIONS TO THE PRINCIPLE OF RESPONSIBILITY

1. The two Administrations are relieved from all responsibility with regard to insured parcels :

(a) When the parcel has been delivered to the addressee or it has been returned to the sender, and the addressee or the sender, as the case may be, has accepted delivery without any reservation.

(b) In case of loss or damage through *force majeure*, 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 damage was due to *force majeure*. The Administration responsible for the loss, abstraction, or damage must decide in accordance with the internal legislation of the country whether this loss, abstraction, 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, shall declare 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 because of false declaration of contents.

(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 matter of no intrinsic value or perishable matter, or which did not conform to the stipulations of this Agreement, or which were not posted in the manner prescribed ; but the Administration responsible for the loss, rifling, or damage may pay indemnity in respect of such parcels without recourse to the other Administration.

2. The responsibility of properly enclosing, packing, and sealing insured parcels rests upon the sender, and the postal service of neither country will assume liability for loss, rifling, or damage arising from defects which may not be observed at the time of posting.

#### *Article IX*

##### TERMINATION OF RESPONSIBILITY

1. The two Administrations shall cease to be responsible for parcels which have been delivered in accordance with their internal regulations and of which the owners or their agents have accepted delivery.

2. 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 X*

##### PAYMENT OF COMPENSATION

1. The payment of compensation shall be undertaken by the Administration of origin except in the cases indicated in Article VII, Section 2, where payment is made by the Administration of destination.

2. The Administration of origin may, however, after obtaining the sender's consent, authorize the Administration of destination to settle with the addressee. The paying Administration retains the right to make a claim against the Administration responsible.

#### *Article XI*

##### 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.

2. 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, it has not been able to determine the disposition made of the article in question or the responsibility incurred.

3. Except in cases where payment is exceptionally deferred as provided in the preceding Section, the Postal Administration which undertakes the payment of compensation is authorized to pay indemnity on behalf of the Office which, after being duly informed of the application for indemnity, has let nine months pass without settling the matter.

*Article XII*

## FIXING OF RESPONSIBILITY

1. Until the contrary is proved, responsibility for an insured parcel shall rest with the Administration which, having received the parcel from the other Administration without making any reservation and having been furnished with all the particulars for investigation prescribed by the regulations, cannot establish either proper delivery to the addressee or his agent, or other proper 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 after it 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, in the case of a parcel dispatched from one of the two countries for delivery in the other, the loss, damage, or abstraction has occurred in course of conveyance without its being possible to prove in the service of which country the irregularity took place, the two Administrations shall bear the amount of compensation in equal shares.

4. By paying compensation, the Administration concerned takes over, to the extent of the amount paid, the rights of the person who has received compensation 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, in whole or in part, the person to whom compensation has been paid shall be informed that he is at liberty to take possession of the parcel against repayment of the amount paid as compensation.

*Article XIII*

## REPAYMENT OF COMPENSATION

1. The Administration responsible for the loss, rifling, or damage of an insured parcel, 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 agreed upon mutually by correspondence.



*Article XIV*

## CERTIFICATE OF MAILING. RECEIPTS

1. On request made at the time of mailing an ordinary (uninsured) parcel, the sender may receive a certificate of mailing from the post office where the parcel is mailed, on a form provided for the purpose; and each Administration may fix a reasonable fee therefor.

2. The sender of an insured parcel receives without charge at the time of posting, a receipt for his parcel.

*Article XV*

## RETURN RECEIPTS AND INQUIRIES

1. The sender of an insured parcel may obtain an advice of delivery (return receipt) on payment of such additional charge, if any, as the Administration of origin of the parcel shall stipulate and under the conditions laid down in the Regulations.

2. A fee may be charged, at the option of the Administration of origin, on a request for information as to the disposal of an ordinary parcel and also of an insured parcel made after it has been posted if the sender has not already paid the special fee to obtain an advice of delivery.

3. A fee may also be charged, at the option of the Administration of origin, in connection with any complaint of any irregularity which *prima facie* was not due to the fault of the Postal Service.

*Article XVI*

## CUSTOMS CHARGES

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

*Article XVII*

## CUSTOMS CHARGES TO BE CANCELLED

The Administrations agree to cancel customs duties and other non-postal charges on parcels which are returned to the country of origin, abandoned by the senders, or redirected to a third country.

*Article XVIII*

## FEE FOR CUSTOMS CLEARANCE

The office of delivery may collect from the addressee either in respect of delivery to the Customs and clearance through the Customs, or in respect of delivery to the Customs only, a fee not exceeding 80 gold centimes per parcel or such other fee as it may from time to time fix for similar services in its parcel-post relations with other countries generally.

*Article XIX*

## DELIVERY TO THE ADDRESSEE. FEE FOR DELIVERY AT THE PLACE OF ADDRESS

Parcels are delivered to the addressees as quickly as possible in accordance with the conditions in force in the country of destination. The Administration of that country may collect in respect of delivery of parcels to the addressee the fee fixed by its domestic regulations. The same fee may be charged, if the case arises, for each presentation after the first at the addressee's residence or place of business.

*Article XX*

## WAREHOUSING CHARGE

The Administration of destination is authorized to collect the warehousing charge fixed by its legislation for parcels addressed "General Delivery" or "*Poste Restante*" or which are not claimed within the prescribed period. This charge may in no case exceed five gold francs.

*Article XXI*

## RECALL AND CHANGE OF ADDRESS

1. So long as a parcel has not been delivered to the addressee, the sender may recall it or cause its address to be changed. The Postal Administration of the country of origin may collect and retain for this service the charge fixed by its regulations.

2. The requests for recall or change of address must be sent to the Central Administration at Washington in case of parcels destined for the United States, and to the exchange offices concerned in the case of parcels destined for Portugal.

*Article XXII*

## MISSENT PARCELS

Parcels received out of course, or wrongly allowed to be dispatched, shall be retransmitted or returned in accordance with the provisions of the Regulations.

*Article XXIII*

## REDIRECTION

1. The redirection of a parcel, due to the addressee's change of address in the territory of the country of destination, may be made either at the request of the addressee or at the request of the sender. Such redirections give rise to the collection of such additional fees as may be established in the domestic service of each country.

2. A parcel may also be redirected from one of the two countries whose Postal Administrations are parties to this Agreement to a third country provided that the parcel complies with the conditions required for its further conveyance and provided, as a rule, that the extra postage is prepaid at the time of redirection or documentary evidence is produced that the addressee will pay it.

3. The additional fee on parcels to be redirected which were not paid by the addressee or by his representative shall not be canceled in case of a new redirection or return to origin, but shall be collected from the new addressee or sender, as the case may be, regardless of any other charges which may be assessed on the parcels.

*Article XXIV*

## NONDELIVERY

1. The sender must state at the time of mailing, that, if the parcel cannot be delivered as addressed, it may be either (a) tendered for delivery at a second address in the country of destination, (b) treated as abandoned or (c) returned to sender. No other alternative is permissible. The request must appear on the parcel and the customs declaration and must be in conformity with or analogous to, one of the following forms :

"If undeliverable as addressed, deliver to..."

"If undeliverable as addressed, abandon."

"If undeliverable as addressed, return to sender."

2. In the absence of a request by the sender to the contrary, a parcel which cannot be delivered shall be returned to the sender without previous notification and at his expense thirty days after its arrival at the office of destination. Insured parcels shall be returned as such.

Nevertheless, a parcel which is definitely refused by the addressee shall be returned immediately.

3. The charges due on returned undeliverable parcels shall be recovered in accordance with the provisions of the Regulations of this Agreement.

*Article XXV*

SALE AND DESTRUCTION OF PARCELS

1. Parcels whose contents are liable to spoil or putrefy should be sold immediately, even in transit, on their outgoing trip or return, without previous notice or judicial formality. If the sale is impossible, the parcels shall be destroyed, the necessary communication being sent to the Administration of origin.

*Article XXVI*

ABANDONED PARCELS

Parcels which cannot be delivered to the addressees and which the senders have abandoned shall not be returned by the Administration of destination, but shall be treated in accordance with its legislation. No claim shall be made by the Administration of destination against the Administration of origin in respect of such abandoned parcels.

*Article XXVII*

CHARGES

1. For each parcel 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. In case of reforwarding or return to origin of a parcel, if new postage and new insurance fees (in the case of insured parcels) are collected by the redispaching office, the parcel is treated as if it had originated in that country. Otherwise, the redispaching office recovers from the other office the quota due to it ; namely, as the case may be :

(a) The charges prescribed by Section 1 above.

(b) The charges for reforwarding or return, including storage charges, if any.

3. The sums to be paid for a parcel in transit ; that is, parcels destined either for a possession or for a third country, are either indicated in the Regulations of Execution or may be fixed by each Administration and advised by correspondence.

*Article XXVIII*

## AIR PARCELS

The Postal Administrations of the two countries have the right to fix by mutual consent the air charge and other conditions in the case where the parcels are conveyed by air routes.

*Article XXIX*

## MISCELLANEOUS PROVISIONS

1. The francs and centimes mentioned in this Agreement are gold francs and centimes as defined in the Universal Postal Union Convention.<sup>1</sup>

2. Parcels shall not be subjected to any postal charges other than those contemplated in this Agreement, except by mutual consent of the two Administrations.

3. In extraordinary circumstances either Administration may temporarily suspend the parcel post, either entirely or partially, on condition of giving immediate notice, if necessary by telegraph, to the other Administration.

*Article XXX*

## MATTERS NOT PROVIDED FOR IN THE PRESENT AGREEMENT

1. Unless they are provided for in the present Agreement, all questions concerning requests for recall or return of parcels, obtaining and disposition of return receipts, and adjustment of indemnity claims in connection with insured parcels shall be governed by the provisions of the Universal Postal Convention and its Regulations of Execution insofar as they are applicable and are not contrary to the foregoing provisions. If the case is not provided for at all, the domestic legislation of the United States of America or of Portugal, or the decisions made by one country or the other are applicable in the respective country.

2. The details relative to the application of the present Agreement will be fixed by the two Administrations in the Regulations of Execution, the provisions of which may be modified or completed by mutual consent by way of correspondence.

3. The two Administrations may notify each other of their laws, ordinances and tariffs concerning the exchange of parcel post. They must advise each other of all modifications in rates which may be subsequently made.

<sup>1</sup> United States of America : *Treaties and Other International Act Series 4202.*

*Article XXXI*

## ENTRY INTO FORCE AND DURATION OF AGREEMENT

This Agreement shall become effective<sup>1</sup> on a date to be mutually settled between the Administrations of the two countries.

It shall remain in effect as long as it has not been terminated six months in advance by one or the other of the two Administrations.

DONE in duplicate and signed at Lisbon the 12th day of January, 1959, and at Washington, the 27th day of February, 1959.

Luis D'ALBUQUERQUE CONTO DOS SANTOS  
Administrator General of Posts of Portugal

Arthur E. SUMMERFIELD  
The Postmaster General of the United States of America

[SEAL]

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<sup>1</sup> The following information is given by the Department of State of the United States of America (*Treaties and Other International Acts Series 4220*, p. 22, footnote 1): "In a letter to the Legal Adviser, Department of State, dated Apr. 21, 1959, the Director of the International Service, Post Office Department, Washington, stated that the Parcel Post Agreement between the United States and Portugal signed at Washington on July 27, 1916, and at Lisbon on Nov. 25, 1916 (41 Stat. 1677), will become void on the effective date of the new agreement. Letter not printed."

REGULATIONS<sup>1</sup> FOR THE EXECUTION OF THE PARCEL POST AGREEMENT<sup>2</sup> BETWEEN THE UNITED STATES OF AMERICA AND THE POSTAL ADMINISTRATION OF PORTUGAL. SIGNED AT LISBON, ON 12 JANUARY 1959, AND AT WASHINGTON, ON 27 FEBRUARY 1959

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The following Regulations for the Execution of the Parcel Post Agreement\* have been agreed upon by the Postal Administrations of the United States of America and Portugal.

*Article 1*

CIRCULATION

1. Each Administration shall forward by the routes and means which it uses for its own parcels, parcels delivered to it by the other Administration for conveyance in transit through its territory.

2. Missent parcels shall be retransmitted to their proper destination by the most direct route at the disposal of the office retransmitting them. Insured parcels, when missent, may not be reforwarded to their destination except as insured mail. If this is impossible, they must be returned to origin.

*Article 2*

LIMITS OF WEIGHT AND SIZE

1. The parcels to be exchanged under the provisions of this Agreement may not exceed 22 pounds (10 kilograms) in weight nor the following dimensions :

Greatest combined length and girth, 6 feet. Greatest length 3½ feet, except that parcels may measure up to 4 feet in length, on condition that parcels over 42 and not over 44 inches in length do not exceed 24 inches in girth, parcels over 44 and not over 46 inches in length do not exceed 20 inches in girth, and parcels over 46 inches and up to 4 feet in length do not exceed 16 inches in girth.

In regard to the exact calculation of the weight and dimensions, the indications furnished by the dispatching office will be accepted save in the case of obvious error.

2. The limit of weight and maximum dimensions stated above may be changed from time to time by agreement made through correspondence.

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<sup>1</sup> Came into force on 1 May 1959, the date of entry into force of the Parcel Post Agreement, in accordance with article 23.

<sup>2</sup> See p. 50 of this volume.

*Article 3*

## RECEPTACLES

1. The Postal Administrations of the two countries shall provide the respective bags necessary for the dispatch of their parcels and each bag shall be marked to show the name of the office or country to which it belongs.

2. Bags must be returned empty to the dispatching office, made up in bundles to be enclosed in one of the bags. The total number of bags returned shall be entered on the relative parcel bills.

3. Each Administration shall be required to make good the value of any bags which it fails to return.

*Article 4*

## METHOD OF EXCHANGE OF PARCELS

1. The parcels shall be exchanged in sacks duly fastened and sealed by the offices appointed by agreement between the two Administrations and shall be dispatched to the country of destination by the country of origin at its cost and by such means as it provides.

2. Insured parcels shall be enclosed in separate sacks from those in which ordinary parcels are contained and the labels of sacks containing insured parcels shall be marked with such distinctive symbols as may from time to time be agreed upon.

3. The weight of any sack of parcels shall not exceed 40 kilograms (88 pounds).

*Article 5*

## FIXING OF EQUIVALENTS

In fixing the charges for parcels, either Administration shall be at liberty to adopt such approximate equivalents as may be convenient in its own currency.

*Article 6*

## PREPARATION OF PARCELS

1. Every parcel shall :

(a) Bear the exact name and address of the addressee and the sender, legibly written, on the parcel itself or on a label attached firmly to it.

(b) Be packed in a manner adequate for the length of the journey and for the protection of the contents.



2. Addresses in pencil shall not be allowed except that parcels bearing addresses written with indelible pencil on a previously dampened surface shall be accepted. The sender of a parcel shall be advised to enclose in the parcel a copy of the address together with a note of his own address.

3. Articles liable to injure postal employees or to damage other parcels shall be so packed as to prevent any risk, in conformity with the provisions of the next Article following.

#### *Article 7*

##### SPECIAL PACKING

1. Liquids and easily liquefiable substances must be packed in a double receptacle. Between the inner receptacle (bottle, flask, box, etc.) and the outer receptacle (box of metal, strong wood, strong corrugated cardboard, or strong carton of fibre-board, or receptacle of equal strength), there must be left a space to be filled with sawdust, bran, or other absorbent material, in sufficient quantity to absorb all the liquid in case that the receptacle is broken.

2. Dry coloring powders, such as aniline blue, etc., are admitted only in resistant metal boxes which in turn are placed in boxes of wood or strong corrugated cardboard, with sawdust or any other absorbent or protective matter between the two containers. Dry non-coloring powders must be placed in boxes of metal, wood or cardboard. These boxes should in turn, be enclosed in a linen, parchment or heavy paper cover.

#### *Article 8*

##### CUSTOMS DECLARATIONS

1. To each parcel destined to Portugal, the sender shall attach two customs declarations of the type provided for that purpose by the United States and to each parcel destined to the United States, the sender shall attach one customs declaration of the type used in Portugal.

2. The customs declarations shall give an accurate statement of the contents and value of the parcel, date of mailing, actual weight, the sender's name and address, and the name and address of the addressee.

3. The two Administrations accept no responsibility for the accuracy of customs declarations.

#### *Article 9*

##### RETURN RECEIPTS

1. As to an insured parcel for which a return receipt is asked, the office of origin places on the parcel the letters or words "A. R." or "*Avis de réception*", or "Return

receipt 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. 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 10*

##### INDICATION OF INSURED VALUE

1. Every insured parcel and the relative customs declaration shall bear an indication of the insured value in the currency of the country of origin. The indication on the parcel shall be both in Roman letters written in full and in Arabic figures.

2. The amount of the insured value shall be converted into gold francs by the Administration of origin. The result of the conversion shall be indicated distinctly by new figures placed beside or below those representing the amount of the insured value in the currency of the country of origin.

#### *Article 11*

##### INSURANCE NUMBERS, LABELS, SEALS

1. Each insured parcel must bear on the address side, an insurance number and must bear a label with the word "Insured" or "*Valeur Déclarée*". The word used may be marked or stamped on the parcel. The insurance number will also be shown on the customs declaration.

2. The wax or other seals, the labels of whatever kind and any postage stamps affixed to insured parcels shall be so spaced that they cannot conceal injuries to the cover. Neither shall the labels or postage stamps, if any, be folded over two sides of the wrapping so as to hide the edge.

*Article 12*

## SEALING OF PARCELS

1. Ordinary parcels may or may not be closed with a suitable seal, in accordance with the domestic legislation of each Administration. Parcels which are not sealed should be carefully tied.

2. Every insured parcel shall be sealed by means of wax or by lead or other seals, the seals being sufficient in number to render it impossible to tamper with the contents without leaving an obvious trace of violation. Either Administration may require a special design or mark of the sender on the sealing of insured parcels mailed in its service, as a means of protection.

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

*Article 13*

## INDICATION OF WEIGHT OF INSURED PARCELS

The exact weight in grams or in pounds and ounces of each insured parcel shall be entered by the Administration of origin :

- (a) On the address side of the parcel.
- (b) On the customs declaration, in the place reserved for this purpose.

*Article 14*

## PLACE OF POSTING

Each parcel and the relative customs declaration shall bear the name of the office and the date of posting.

*Article 15*

## RETRANSMISSION OF PARCELS

1. The Administration retransmitting a missent parcel shall not levy customs or other non-postal charges upon it.

When an Administration returns such a parcel to the country from which it has been directly received, it shall refund the credits received and report the error by means of a verification note.

In other cases, and if the amount credited to it is insufficient to cover the expenses of retransmission which it has to defray, the retransmitting Administration

shall allow to the Administration to which it forwards the parcel the credits due for onward conveyance ; it shall then recover the amount of the deficiency by claiming it from the office of exchange from which the missent parcel was directly received. The reason for this claim shall be notified to the latter by means of a verification note.

2. When a parcel has been wrongly allowed to be dispatched in consequence of an error attributable to the postal service and has, for this reason, to be returned to the country of origin, the Administration which sends the parcel back shall allow to the Administration from which it was received the sums credited in respect of it.

3. The charges on a parcel redirected to a third country shall be claimed from the Administration to which the parcel is forwarded ; unless the charge for conveyance is paid at the time of redirection, in which case the parcel shall be dealt with as if it had been addressed directly from the retransmitting country to the new country of destination. In case the Administration of the third country to which the parcel is forwarded refuses to assume the charges because they cannot be collected from the sender or the addressee, as the case may be, or for any other reason, they shall be charged back to the Administration of origin.

4. In the case of a parcel returned or reforwarded in transit through one of the two Administrations to or from the other, the intermediary Administration may claim also the sum due to it for any additional territorial or sea service provided, together with any amounts due to any other Administration or Administrations concerned.

5. A parcel which is redirected shall be retransmitted in its original packing and shall be accompanied by the original customs declaration. If the parcel, for any reason whatsoever, has to be repacked or if the original customs declaration has to be replaced by a substitute declaration, the name of the office of origin of the parcel and the original serial number and, if possible, the date of posting at that office shall be entered both on the parcel and on the customs declaration.

### *Article 16*

#### RETURN OF UNDELIVERABLE PARCELS

1. If the sender of an undeliverable parcel has made a request not provided for by Article XXIV, Section 1, of the Agreement, the Administration of destination need not comply with it but may return the parcel to the country of origin, after retention for the prescribed period.

2. Returned parcels must show, on the wrappers, clearly and concisely, the reason for non-delivery. The same indication must also appear on the customs declarations which shall be returned with the parcels. This information may be furnished in manuscript or by means of a stamped impression or a label.

3. A parcel to be returned to the sender shall be entered on the parcel bill with the word "Rebut" in the "Observations" column. It shall be dealt with and charged like a parcel dispatched by the office which returns it.

#### *Article 17*

##### SALE. DESTRUCTION

When an insured parcel has been sold or destroyed in accordance with the provisions of Article XXV of the Agreement, a report of the sale or destruction shall be prepared, a copy of which shall be transmitted to the Administration of origin.

#### *Article 18*

##### INQUIRIES CONCERNING PARCELS

For inquiries concerning parcels which have not been returned, a form shall be used similar to the specimen annexed to the Detailed Regulations of the Parcel Post Agreement of the Universal Postal Union. These forms shall be forwarded to the offices appointed by the two Administrations to deal with them in Article XXI of the Agreement and they shall be dealt with in the manner mutually arranged between the two Administrations.

#### *Article 19*

##### PARCEL BILLS

1. Separate parcel bills must be prepared for the ordinary (uninsured) parcels on the one hand and for the insured parcels on the other hand. The parcel bills are prepared in duplicate and both copies are sent enclosed in one of the bags. The bag containing the parcel bills is designated with the letter "F" conspicuously marked on the label.

2. Ordinary (uninsured) parcels sent from either country to the other shall be entered in bulk on the parcel bills to show the total weight thereof.

3. Insured parcels, sent from either country shall be entered individually on the parcel bills to show the insurance number and the name of the office of origin, as well as the total net weight of the parcels.

4. Parcels sent "*à découvert*" must be entered separately.

5. In the case of returned or redirected parcels the word "Returned" or "Redirected", as the case may be, must be entered on the bill against the individual entry. A statement of the charges which may be due on these parcels should be shown in the "Observations" column.

6. The total number of bags comprising each dispatch must also be shown on the parcel bill.

7. Each dispatching office of exchange shall number the parcel bills in the top left-hand corner in an annual series. A note of the last number of the year shall be made on the first parcel bill of the following year.

8. Anything not found stated textually in these Regulations in connection with the dispatch or transit of parcels and of the sacks containing them may be resolved by mutual agreement, through the exchange of correspondence between the two Administrations.

### *Article 20*

#### VERIFICATION BY THE EXCHANGE OFFICES

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.

2. 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.

3. If any 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.

4. 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.

5. If necessary, the dispatching exchange office may also be advised by telegram, at the expense of the office sending such telegram.

6. 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.

7. The office of exchange which receives from a corresponding office a parcel which is damaged or insufficiently packed must redispach 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 "Repacked at..." and the signature of the agents who have effected such repacking.

### *Article 21*

#### CREDITS

1. The territorial credit due to Portugal for parcels addressed for delivery in the service of its continental territory and for those dispatched directly from the United States to the Archipelagoes of the Azores and Madeira shall be 0.30 gold francs per kilogram computed on the bulk net weight of each dispatch.

If, however, parcels for these Archipelagoes are sent via Portugal, the territorial credit shall be 0.40 gold francs computed on the same basis.

2. The territorial credit due to the United States of America for parcels addressed for delivery in the service of its territory shall be as follows, computed on the bulk net weight of each dispatch :

For parcels addressed to the United States of America (continent) 0.70 gold francs per kilogram.

The combined territorial and maritime credits due to the United States of America for parcels addressed for delivery to the service of its possessions are as follows :

For parcels addressed to Alaska, 2.20 gold francs per kilogram.

For parcels addressed to Puerto Rico and the Virgin Islands, 1.05 gold francs per kilogram.

For parcels addressed to Samoa, Guam, and Hawaii, 1.85 gold francs per kilogram.

3. Each Administration reserves the right to vary its territorial rates in accordance with any alterations of these charges which may be decided upon in connection with its parcel-post relations with other countries generally.

4. Three months' advance notice must be given of any increase or reduction of the rates mentioned in this Article. Such reduction or increase shall be effective for a period of not less than one year.

### *Article 22*

#### ACCOUNTING

1. At the end of each quarter the receiving Administration makes up an account on the basis of the parcel bills covering dispatches during the quarter.

2. These accounts shall be submitted to the dispatching Administration for examination and acceptance as early as possible after the end of the quarter to which the accounts relate. Accepted copies of accounts shall be returned without delay.

3. Upon acceptance of the accounts of parcels forwarded in both directions the debtor Administration shall take steps to settle the net balance without delay by remittance means mutually agreed upon by correspondence. The expenses of payment are chargeable to the debtor Administration.

*Article 23*

ENTRY INTO FORCE AND DURATION OF THE REGULATIONS

The present Regulations shall come into force on the day on which the Parcel Post Agreement comes into force and shall have the same duration as the Agreement. The Administrations concerned shall, however, have the power by mutual consent to modify the details from time to time.

DONE in duplicate and signed at Lisbon on the 12th day of January 1959, and at Washington, the 27th day of February, 1959.

Luis D'ALBUQUERQUE CONTO DOS SANTOS  
Administrator General of Posts of Portugal

Arthur E. SUMMERFIELD  
The Postmaster General of the United States of America

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