

No. 8349

**UNITED STATES OF AMERICA
and
PHILIPPINES**

Parcel Post Agreement between the Postal Administration of the United States of America and the Postal Administration of the Republic of the Philippines (with Detailed Regulations). Signed at Manila, on 21 September 1964, and at Washington, on 12 November 1964

Official text : English.

Registered by the United States of America on 29 September 1966.

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

Arrangement relatif à l'échange de colis postaux entre l'Administration postale des États-Unis d'Amérique et l'Administration postale de la République des Philippines (avec Règlement d'exécution). Signé à Manille, le 21 septembre 1964, et à Washington, le 12 novembre 1964

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 29 septembre 1966.

No. 8349. PARCEL POST AGREEMENT¹ BETWEEN THE POSTAL ADMINISTRATION OF THE UNITED STATES OF AMERICA AND THE POSTAL ADMINISTRATION OF THE REPUBLIC OF THE PHILIPPINES. SIGNED AT MANILA, ON 21 SEPTEMBER 1964, AND AT WASHINGTON, ON 12 NOVEMBER 1964

The undersigned, for and on behalf of the Postal Administrations of the United States of America and the Republic of the Philippines, by virtue of the authority vested in them, have by mutual consent agreed to the following Articles :

Article I

OBJECT OF THE AGREEMENT

Between the United States of America (including Puerto Rico, the Virgin Islands of the United States, Guam and American Samoa) on the one hand and the Republic of the Philippines on the other hand, there may be exchanged parcels up to the limits of weight and dimensions stated in the Detailed Regulations² for the Execution of this Agreement.

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.

¹ Came into force on 1 November 1965, the date mutually agreed upon by the respective competent authorities of the two countries, in accordance with paragraph 2 of article XXXI.

² See p. 184 of this volume.

Article III

POSTAGE AND FEES

1. The Administration of origin is entitled to collect from the sender of each parcel the postage and the fees for requests for information as to the disposal of a parcel made after it has been posted, and also, in the case of insured parcels, the insurance fees and the fees for return receipts that may from time to time be prescribed by its regulations.

2. Except in the case of returned or redirected parcels, the postage and such of the fees mentioned in the preceding section as are applicable 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 Detailed Regulations. Each Administration may also undertake the necessary measures to ensure an accurate and exact description of the contents of outgoing parcels.

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.

It is, moreover, 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 a communication having the nature of a letter, may not in any case entail return of the parcel to the sender. The letter, however, is marked for collection of postage calculated at double the rate applicable to the letter service from the country of origin to the country of destination.

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 Chiefs of the two contracting Postal Administrations may, by mutual consent, 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 not be responsible for the loss, abstraction, or damage of an ordinary parcel.

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.

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.

In cases where the loss, damage, or abstraction occurs in the service of the country of destination, the Administration of destination may pay compensation to the addressee at its own expense and without consulting the Administration of origin ; provided that the addressee can prove that the sender has waived his rights in the addressee's favor.

3. No indemnity is paid for indirect damages or loss of profits resulting from the loss, rifling, damage, nondelivery, misdelivery, or delay of an insured parcel dispatched in accordance with the conditions of the present Agreement.

4. 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.

5. 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.

6. 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 :

(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. In the case of "in care" parcels, responsibility ceases when delivery has been made to the addressee first mentioned or to the address of the person in whose care the parcel is addressed in the absence of instructions from the addressee and the proper receipt has been obtained.

(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 an 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 their owners or their agents have accepted delivery. For this purpose, the Administration may cause the verification of the contents of parcels before or at the time of 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

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 designation. 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.

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.

2. Except in cases where payment is exceptionally deferred as provided in the second paragraph of the foregoing 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 agents, 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 within a period of ninety days from the date of notice given for that purpose upon repayment of the amount of compensation previously paid ; otherwise the parcel becomes the property of the Administration or the Administrations which bore the loss.

Article XIII

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 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 CANCELED

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,

destroyed because the contents are completely damaged, 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 a fee not exceeding 50 gold centimes per parcel. 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 5 gold francs.

Article XXI

RECALL AND CHANGE OF ADDRESS

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. 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 Postmaster, Manila, in the case of parcels destined for the Republic of the Philippines.

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 Detailed Regulations.

Article XXIII

REDIRECTION

1. A parcel may be redirected in consequence of the addressee's change of address in the country of destination. The Administration of destination may collect the redirection charge prescribed by its internal regulations. Similarly, a parcel may 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.

2. Additional charges levied in respect of redirection and not paid by the addressee or his representative shall not be canceled in case of further redirection or of return to origin, but shall be collected from the addressee or from the sender as the case may be, without prejudice to the payment of any special charges incurred which the Administration of destination does not agree to cancel.

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.”

In the case of the third option, the sender may specify that the parcel may be returned immediately or within a period authorized in the country of destination.

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 Article 19, Section 5, of the Detailed Regulations.

Article XXV

SALE. DESTRUCTION

Articles of which the early deterioration or corruption is to be expected, and these only, may be sold immediately, even when in transit on the outward or return journey, without previous notice or judicial formality. If, for any reason, a sale is impossible, the spoilt or putrid articles shall be destroyed.

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 parcels.

Article XXVII

CHARGES

1. For each parcel exchanged between the contracting administrations 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 has 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.

3. The sums to be paid for parcels in transit, that is, parcels destined either for a possession or for a third country, are either indicated in the Detailed Regulations 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 surtax 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.¹
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 Execution² 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 the Republic of the Philippines 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 Detailed Regulations, 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.

¹ United Nations, *Treaty Series*, Vol. 364, p. 3.

² United Nations, *Treaty Series*, Vol. 364, p. 213.

Article XXXI

ENTRY INTO FORCE AND DURATION OF AGREEMENT

1. This Agreement shall supersede and abrogate the Postal Convention between the United States of America and the Republic of the Philippines signed at Manila on September 17, 1947, and at Washington on September 30, 1947.¹

2. This Agreement shall be approved in accordance with the respective legal procedures of each country, and, thereafter, it shall enter into force on a date mutually agreed upon by the respective competent authorities of the two countries.

3. It shall continue in force for a period of six months after either of the two countries shall have notified the other of its intention to terminate the Agreement.

DONE in duplicate and signed at Manila on the 21st day of September, 1964 and at Washington on the 12th day of November, 1964.

[SEAL]

John A. GRONOUSKI
The Postmaster General of the United States of America

Enrico PALOMAR
The Postmaster General of the Republic of the Philippines

DETAILED REGULATIONS FOR THE EXECUTION OF THE PARCEL POST AGREEMENT²

The following Detailed Regulations for the Execution of the Parcel Post Agreement² have been agreed upon by the Postal Administrations of the United States of America and the Republic of the Philippines.

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.

¹ United Nations, *Treaty Series*, Vol. 206, p. 249.

² See p. 160 of this volume.

Article 2

LIMITS OF WEIGHT AND SIZE

1. The parcels to be exchanged under the provisions of this Agreement may not exceed 44 pounds (20 kilograms) in weight provided that, for parcels addressed to the Philippines, parcels weighing up to 22 pounds and 44 pounds respectively shall be accepted only when addressed to post offices which are authorized to accept such packages. Parcels may not exceed 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 those 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.

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 30 kilograms (66 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

Every parcel shall :

(a) Bear the exact address of the addressee in Roman characters. Addresses in pencil shall not be allowed except parcels bearing addresses written with indelible pencil on a previously dampened surface shall be accepted. The address shall be written on the parcel itself or on a label so firmly attached to it that it cannot become detached. 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.

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

Articles liable to injure postal employees or to damage other parcels shall be so packed as to prevent any risk.

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 fibreboard, 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. The sender shall prepare one customs declaration for each parcel sent from either country, upon a special form provided for the purpose by the country of origin.

The customs declaration 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, and shall be securely attached to the parcel.

2. 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

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 of the parcel shall be both in Roman letters written in full and in Arabic figures. 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 be sealed at the option of the senders, or careful tying is sufficient as a mode of closing.

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

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. The Administration which returns a parcel to the sender shall indicate clearly and concisely on the parcel and on the relative customs declaration the cause of non-delivery. This information may be furnished in manuscript or by means of a stamped impression or a label. The original customs declaration belonging to the returned parcel must be sent back to the country of origin with the parcel.

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 redirected to a third country.

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 annexed¹ 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 and they shall be dealt with in the manner mutually arranged between the two Administrations.

¹ United Nations, *Treaty Series*, Vol. 365, p. 182.

Article 19

PARCEL 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. 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 parcels sent from either country to the other shall be entered 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, the insured value, the weight and the office (and state or country) of origin of each insured parcel 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. The exact method of advising parcels or the receptacles containing them sent by one Administration in transit through the other, together with any details of procedure in connection with the advice of such parcels or receptacles for which provision is not made in this Agreement, shall be settled by mutual consent through 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. 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.

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.

2. 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.

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

4. 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.

5. 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 terminal credits due to the Philippines for parcels addressed for delivery in the service of its territory shall be 0.60 gold franc per kilogram computed on the bulk net weight of each dispatch.

2. The credits 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 (including Alaska and Hawaii), to Puerto Rico and the United States Virgin Islands :

1.00 gold franc per kilogram.

The total credit of one gold franc per kilogram will apply on parcels addressed to Alaska, Hawaii, Puerto Rico and the United States Virgin Islands, whether sent via a port in the United States or direct to destination from the Philippines.

The credits due to the United States for parcels addressed for delivery in Guam and American Samoa shall be :

For parcels sent direct from the Philippines,

0.50 gold franc per kilogram ;

For parcels sent via the United States,
1.20 gold francs per kilogram.

3. Each Administration reserves the right to vary its terminal 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 month's 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 DETAILED REGULATIONS

The present Detailed 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 Manila on the 21st day of September, 1964, and at Washington, the 12th day of November, 1964.

[SEAL]

John A. GRONOUSKI
The Postmaster General of the United States of America

ENRICO PALOMAR
The Postmaster General of the Republic of the Philippines