

No. 19685

**UNITED STATES OF AMERICA
and
CANADA**

International Express Mail Agreement (with detailed regulations). Signed at Washington on 18 July and 14 August 1979, and at Ottawa on 23 July 1979

Authentic texts: English and French.

Registered by the United States of America on 27 March 1981.

**ÉTATS-UNIS D'AMÉRIQUE
et
CANADA**

Accord concernant l'échange accéléré du courrier du régime international (avec règlement d'exécution). Signé à Washington les 18 juillet et 14 août 1979, et à Ottawa le 23 juillet 1979

Textes authentiques : anglais et français.

Enregistré par les États-Unis d'Amérique le 27 mars 1981.

INTERNATIONAL EXPRESS MAIL AGREEMENT¹ BETWEEN THE UNITED STATES POSTAL SERVICE AND THE POSTAL ADMINISTRATION OF CANADA

TABLE OF CONTENTS

<i>Article</i>	<i>Title</i>	<i>Article</i>	<i>Title</i>
1.	Purpose of the Agreement	12.	Inquiries
2.	Definition of terms	13.	Transborder conveyance on air carriers
3.	Charges to be collected from the sender	14.	Compensation for imbalances
4.	Charges and fees to be collected from the addressee	15.	Internal air conveyance dues
5.	Conditions of acceptance	16.	Onward air conveyance
6.	Prohibitions	17.	No additional rates, charges or fees
7.	Limits of size and weight	18.	Application of the Convention
8.	Treatment of items wrongly accepted	19.	Temporary suspension of the service
9.	General rules for delivery and customs clearance	20.	Detailed Regulations
10.	Undeliverable items	21.	Additional rules and regulations
11.	Items arriving out of course and to be redirected	22.	Entry into force and duration of the Agreement

PREAMBLE

The United States Postal Service and the Postal Administration of Canada, desiring to initiate in accordance with article 6 of the Universal Postal Convention,² a service for the accelerated exchange of postal items between the United States of America and Canada, have concluded the following Agreement.

Article 1. PURPOSE OF THE AGREEMENT

This Agreement shall govern the exchange of International Express Mail items between the United States and Canada, including any areas for which the postal administrations of these countries exercise International Express Mail responsibilities.

Article 2. DEFINITION OF TERMS

As used herein the following terms shall have the indicated meanings:

1. Administration—an abbreviated form used to refer to one of the postal administrations of the countries signatory to this Agreement.

¹ Came into force on 14 August 1979 by signature, with retroactive effect from 1 August 1979, in accordance with the provisions of article 22.

² United Nations, *Treaty Series*, vol. 1005, p. 53.

2. Articles and paragraphs—articles and paragraphs of the Agreement, except when the context indicates an article which is or can be inserted into an item.

3. Convention—the Universal Postal Convention¹ adopted by the Congress of the Universal Postal Union from time to time, as adopted by the countries signatory to this Agreement.

4. Detailed Regulations of the Convention¹—the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time.

5. International Express Mail Service—the service established by this Agreement, the domestic counterparts of which are Priority Post Service in Canada and Express Mail Service in the United States.

6. References to the internal legislation of either country or to the regulations of either administration are to the legislation or general regulations governing the matter in question which are applicable regardless of the country of origin.

Article 3. CHARGES TO BE COLLECTED FROM THE SENDER

Each administration shall fix the charges to be collected from senders for sending items in the service.

Article 4. CHARGES TO BE COLLECTED FROM THE ADDRESSEE

Each administration shall be authorized to collect from the addressee the customs duty and other applicable nonpostal fees, if any, payable on each item it delivers and a charge for the collection of such fees.

Article 5. CONDITIONS OF ACCEPTANCE

Provided that the contents do not come within the prohibitions referred to in article 6, each item to be admitted into the International Express Mail service shall:

- (a) Be packed in a manner adapted to the nature of the contents and the conditions of transport;
- (b) Bear the name and address of the addressee and of the sender; and
- (c) Satisfy the conditions of weight and size fixed by article 7.

Article 6. PROHIBITIONS

1. The provisions of the Convention governing prohibitions shall be applicable to the insertion of articles in International Express Mail items.

2. Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing entry of postal items in its service.

Article 7. LIMITS OF SIZE AND WEIGHT

1. An item of International Express Mail:

- (a) Shall not exceed 900 millimeters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and

¹ United Nations, *Treaty Series*, vol. 1005, p. 94.

(b) Shall not exceed 20 kilograms in weight.

2. The administrations may agree by exchange of correspondence to change the size limits established in paragraph 1.

Article 8. TREATMENT OF ITEMS WRONGLY ACCEPTED

1. When an item containing an article prohibited under article 6 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.

2. When the weight or the dimensions of an item exceed the limits established under article 7, it shall be returned to the administration of origin if the regulations of the administration of destination do not permit delivery.

3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

Article 9. GENERAL RULES FOR DELIVERY AND CUSTOMS CLEARANCE

1. Each administration shall, in accordance with its regulations for the type of service used, make every effort to effect delivery of each item of International Express Mail by the fastest means available.

2. Each administration shall make every effort to expedite the customs clearance of International Express Mail items.

Article 10. UNDELIVERABLE ITEMS

1. After every reasonable effort to deliver an item has proven unsuccessful, the item shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.

2. An item refused by the addressee shall be returned immediately to the administration of origin.

3. Each undeliverable item shall be returned to the administration of origin through the International Express Mail service.

4. Neither administration shall charge the other for the return of undeliverable items.

Article 11. ITEMS ARRIVING OUT OF COURSE AND TO BE REDIRECTED

1. Each item arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item.

2. Neither administration shall charge the other for the redirection of items arriving out of course.

Article 12. INQUIRIES

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to any International Express Mail item posted by the other administration.

2. Inquiries shall be accepted only within a period of four months from the day after that on which the item was posted.

3. This article does not authorize routine requests for confirmation of delivery.

Article 13. TRANSBORDER CONVEYANCE ON AIR CARRIERS

1. Each administration shall bear the costs of the transborder air conveyance of its own International Express Mail items, irrespective of which country's air carriers are used for such conveyance.

Article 14. COMPENSATION FOR IMBALANCES

1. At the end of each year of this Agreement, the administration which has received a larger quantity of International Express Mail than it has sent during that year shall have the right to collect from the other administration, as compensation, an imbalance charge for the surface handling and delivery costs it has allocated for each additional item received.

2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.

3. Modification of the imbalance charge may be made as follows:

- a. Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.
- b. To be applicable, any such modification of the imbalance charge must:
 - (i) Be communicated to the other administration at least three months in advance;
 - (ii) Remain in force for at least one year.

4. No imbalance charge shall be collected if the difference in the number of items exchanged during the year is less than one thousand.

Article 15. INTERNAL AIR CONVEYANCE DUES

1. Each administration which provides air conveyance of items within its country shall be entitled to reimbursement of internal air conveyance dues at rates established in the provisions of the Convention which govern internal air conveyance dues.

2. There shall be no internal air conveyance charge assessed under the provisions of this article for the first twelve month period after the beginning of the service.

Article 16. ONWARD AIR CONVEYANCE

1. The administrations may agree, by exchange of correspondence, to provide onward air conveyance services under the terms of this article.

2. Each administration shall, upon agreement under paragraph 1 of this article, provide onward air conveyance service to or from any country with which it exchanges International Express Mail items, for items addressed to or originating in the other administration and shall provide approximate onward air conveyance times.

3. For each item forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other administration the onward air conveyance rates applicable to airmail under the Convention.

Article 17. NO ADDITIONAL RATES, CHARGES OR FEES

The administrations may collect only the rates, charges, and fees established under this Agreement.

Article 18. APPLICATION OF THE CONVENTION

The Convention or its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Detailed Regulations.

Article 19. TEMPORARY SUSPENSION OF THE SERVICE

1. Each administration may temporarily suspend the service, either wholly or in part, if exceptional circumstances justify this.

2. The other administration shall be notified immediately, if need be by telegram, telex or telephone. Immediate notification likewise shall be given when the suspended service is resumed.

Article 20. DETAILED REGULATIONS

1. Details of implementation of this Agreement shall be governed by its Detailed Regulations.

2. The provisions of the Detailed Regulations may be amended, not inconsistently with this Agreement, by mutual consent by means of correspondence between officials of each administration who have been authorized to make such amendments.

Article 21. ADDITIONAL RULES AND REGULATIONS

Each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

Article 22. ENTRY INTO FORCE AND DURATION OF THE AGREEMENT

1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations.

2. This Agreement shall continue in force until terminated by agreement between the administrations, or by either administration upon six months previous notice given to the other in writing.

DONE in the English and French languages, both being equally authentic.

DONE in duplicate and signed at Washington, D.C., on the 18th day of July, 1979, and at Ottawa on the 23rd day of July, 1979.

For the United States Postal Service:

[Signed]¹

Postmaster General

For the Postal Administration of Canada:

[Signed]²

Deputy Postmaster General

¹ Signed by W. F. Bolger.

² Signed by J. C. Corkery.

**DETAILED REGULATIONS OF THE INTERNATIONAL EXPRESS MAIL
AGREEMENT BETWEEN THE UNITED STATES POSTAL SERVICE
AND THE POSTAL ADMINISTRATION OF CANADA**

TABLE OF CONTENTS

<i>Article</i>	<i>Title</i>	<i>Article</i>	<i>Title</i>
101.	Information to be supplied by the administrations	110.	Check of International Express Mail
102.	Address of the sender and of the addressee	111.	Notification of irregularities
103.	Scheduled service	112.	Redirection of items arriving out of course
104.	On-demand service	113.	Return of items to origin
105.	Packing requirements	114.	Accounting, settlement of accounts
106.	General make-up of mails	115.	Definitions
107.	Manifests	116.	Period of retention of documents
108.	Air dispatch bills	117.	Alterations or amendments
109.	Exchange offices	118.	Entry into force and duration of these Detailed Regulations

The undersigned, by virtue of the authority vested in them have drawn up the following Detailed Regulations for implementation of the International Express Mail Agreement between the United States Postal Service and the Postal Administration of Canada.

Article 101. INFORMATION TO BE SUPPLIED BY THE ADMINISTRATIONS

1. Each administration shall notify the other administration of:

- (a) The provisions of its laws or regulations applicable to the conveyance of International Express Mail items;
- (b) The rates and dues established under the Agreement; and,
- (c) The forms, labels, and other documentation which it requires in the service.

2. Any change of the information mentioned in paragraph 1 shall be communicated in writing immediately to the other administration.

Article 102. ADDRESS OF THE SENDER AND OF THE ADDRESSEE

To be admitted for mailing, each item of International Express Mail shall bear, in roman letters and arabic figures on the item itself or on a label firmly attached to it, the names and complete addresses of the sender and of the addressee.

Article 103. SCHEDULED SERVICE

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addressees.

2. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which

scheduled service is available, based upon the time schedules of the international flights used to carry scheduled items.

3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least twenty days prior to commencing service pursuant to such contract:

- (i) The identification number of the customer contract, which number shall be indicated on each item sent;
- (ii) The name and address of the designated addressee;
- (iii) The days of the week designated by the customer as scheduled dispatch days;
- (iv) The time of day delivery is requested; and
- (v) The airline and flight number to be used.

4. Any amendment to the information provided in accordance with this article shall be notified without delay.

Article 104. ON-DEMAND SERVICE

1. The administrations may agree to offer on-demand service which shall be available to customers on a non-scheduled basis.

2. Each administration shall provide the other administration with a list of the cities and other locations to which on-demand service is available.

3. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which on-demand service is available based upon the time schedules of the international flights used to carry on-demand items.

4. Each administration shall inform the other administration of all identification marks or numbers which it uses for each on-demand item.

5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

Article 105. PACKING REQUIREMENTS

1. Each item shall be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance.

2. Each item shall be packed and closed so as not to present any danger if it contains articles of a kind likely to injure officials called upon to handle it or to soil or damage other mail or postal equipment.

3. Each item shall have, on its packing or wrapping, sufficient space for service instructions and for affixing labels.

4. Each item which requires special packing shall be made up in accordance with the packing provision in the Detailed Regulations of the Convention.

Article 106. GENERAL MAKE-UP OF MAILS

1. International Express Mail dispatches shall be made up in closed mails and shall be accompanied by the manifest forms required by these regulations.

2. The items in each dispatch shall be enclosed in blue and orange International Express Mail bags.

3. Each bag shall bear a label, showing the blue and orange chevron which has been adopted as the International Express Mail identification symbol. Each bag label shall clearly indicate the exchange office of destination.

Article 107. MANIFESTS

1. An International Express Mail manifest, on a form acceptable to each administration, shall accompany each dispatch.

2. Each item sent through the scheduled service shall be listed separately on the manifest. If no items are sent under a scheduled service contract, the contract number and the fact that no items were sent shall be entered on the manifest.

3. The manifest shall clearly indicate that the dispatch contains International Express Mail items.

Article 108. AIR DISPATCH BILLS

1. A separate air dispatch bill shall be prepared for each dispatch.

2. The air bill shall be marked so as to indicate clearly that the dispatch contains International Express Mail.

Article 109. EXCHANGE OFFICES

1. The exchange of dispatches of International Express Mail shall be carried out by the designated exchange offices of each administration.

2. Each administration shall designate its International Express Mail exchange offices to be used in the service and inform the other administration of the location of each such exchange office.

3. Each administration shall give the other administration advance notice of redesignation of or addition to its exchange offices.

Article 110. CHECK OF INTERNATIONAL EXPRESS MAIL

Upon receipt of an International Express Mail dispatch, the administration of destination shall check the contents of each dispatch to confirm their conformity with the manifest.

Article 111. NOTIFICATION OF IRREGULARITIES

1. Any evidence of missing or damaged bags or items shall be reported to the administration of origin without delay by telex or telephone and confirmed in writing.

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

Article 112. REDIRECTION OF ITEMS ARRIVING OUT OF COURSE

The redirecting administration shall notify the administration of origin, by telex or telephone, of the details concerning the arrival and redirection of each item or bag arriving out of course.

Article 113. RETURN OF ITEMS TO ORIGIN

Each administration which returns an item for any reason whatsoever shall give, either written by hand or by means of a stamped impression or a label on the item and on the manifest which accompanies it, the reason for non-delivery.

Article 114. ACCOUNTING, SETTLEMENT OF ACCOUNTS

1. The procedures for accounting and for the settlement of accounts for internal air conveyance shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedure for accounting and for the settlement of accounts for traffic imbalances shall be as follows:

- (a) The settlement shall take place at the end of each calendar year.
- (b) Each administration shall prepare quarterly a statement of items received on a mutually acceptable form which indicates the number of items received in each dispatch based upon the particulars of the International Express Mail manifests. These forms shall be forwarded to the Administration of origin within two months from the end of the quarter.
- (c) After verifying the statement of items received, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant International Express Mail manifests and notices of irregularities to the administration of origin. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.
- (d) After each administration has accepted the statement of items received prepared by the other, the creditor administration shall prepare annually a detailed account and statement of charges on a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.
- (e) Accounts shall be closed within 6 months after the last day of the settlement period.

3. Each administration shall pay, on behalf of the other administration, the domestic air carriers of its country for the transborder conveyance of International Express Mail items which are tendered to such carriers in the territory of the other administration, and pursuant to article 13 of the Agreement, shall be entitled to reimbursement of such payments from the other administration in accordance with the following procedures:

- (a) The settlement shall take place at the end of each calendar year.
- (b) Each administration shall prepare quarterly a statement of payments made to its airlines for transborder conveyance of items dispatched by the other administration. The statement shall indicate the weight, distance, and total

amount paid for conveyance of each such dispatch, based upon the particulars of the International Express Mail air dispatch bills. This statement shall be forwarded to the origin administration within two months from the end of the quarter.

- (c) After verifying the statement of payments, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant International Express Mail air dispatch bills to the origin administration. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.
- (d) The creditor administration shall prepare annually a detailed account and statement of charges on a mutually acceptable form which indicates the total payments for such items dispatched by each administration and the excess it has paid which shall be the total amount due.
- (e) Accounts shall be closed within 6 months after the last day of the settlement period.

Article 115. DEFINITIONS

The definitions set forth in article 2 of the Agreement shall be applicable to these Detailed Regulations.

Article 116. PERIOD OF RETENTION OF DOCUMENTS

1. Documents of the service shall be kept for a minimum period of eighteen months from the day following the date to which they refer.
2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the results of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

Article 117. ALTERATIONS OR AMENDMENTS

These Detailed Regulations may be altered or amended, not inconsistently with the Agreement, by mutual consent of the administrations by means of correspondence between officials of each administration who have been authorized to make such amendments.

Article 118. ENTRY INTO FORCE AND DURATION OF THESE DETAILED REGULATIONS

1. These Detailed Regulations shall come into force on the same date as the International Express Mail Agreement to which they refer.
2. These Detailed Regulations, and any amendments hereto pursuant to article 117, shall have the same duration as the International Express Mail Agreement to which they refer.

DONE in the English and French languages, both being equally authentic.

DONE in duplicate and signed at Washington, D.C., on the 18th day of July, 1979, and at Ottawa on the 23rd day of July, 1979.

For the United States Postal Service:

[Signed]¹

Postmaster General

For the Postal Administration of Canada:

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