

## **Cross-Strait Postal Service Agreement (Draft)**

To expand cross-strait postal service cooperation, so as to facilitate communication and exchanges between the peoples on the two sides of the Taiwan Strait, the Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait, after negotiation based on an equal footing, hereby agree on the following matters concerning direct cross-strait postal cooperation:

### **1. Scope of Services**

The Parties agree to open cross-strait services for direct delivery of ordinary and registered mail (including letters, postcards, aerogrammes, printed matter, newspapers, magazines, and mail for the blind), small packages, parcels, express delivery mail, and postal remittances, and to strengthen cooperation in other areas of postal operations.

### **2. Dispatch Offices**

The mail dispatch offices on the Taiwan side will be in Taipei, Kaohsiung, Keelung, Kinmen and Matsu; the mail dispatch offices on the Mainland side will be in Beijing, Shanghai, Guangzhou, Xiamen, Fuzhou, Xian, Nanjing and Chengdu. The Parties may increase or adjust the mail dispatch offices according to need, and shall inform each other of such increase or adjustment.

### **3. Transmission of Mail**

The Parties agree to transmit mail in general bags by direct air or sea transport for delivery to each other's postal sorting centers.

### **4. Specifications and Restrictions**

The Parties agree to discuss and decide specifications for the size and weight of postal items, and to comply with each other's regulations concerning items not permitted for mailing.

### **5. Terminal Dues**

The Parties agree to establish a system for handling the direct settlement of terminal dues.

### **6. Document Format**

Signs, lists, mail bags, inquiry forms, etc. used in handling mail shall be in the form approved by the Parties.

## **7. Mail Inquiries**

The two sides' mail processing centers shall liaise with each other to deal with inquiries concerning registered mail, small packages, parcels, and express delivery mail, and shall provide fast and convenient operations liaison channels.

## **8. Inquiry Deadlines**

Inquiries concerning registered mail and parcels shall be submitted within six months of the day after posting by the original poster; and inquiries concerning express mail shall be submitted within three months of the day after posting.

## **9. Compensation Liability**

In the event that a registered letter or parcel sent from either side to the other is lost and its content is completely or partially lost, stolen or destroyed, the party responsible shall be liable for compensation, and mutual settlement shall be made.

If an express letter is lost or its content stolen or damaged, the side from which it was sent shall assume liability for compensation, and no mutual settlement shall be made.

## **10. Liaison Bodies**

(1) Communications regarding the matters stipulated in this agreement shall be handled by the Taiwan Postal Association and the Cross-Strait Postal Exchange Association. Communications and implementation of concrete postal operations shall be handled by mail processing centers on both sides.

(2) Communications regarding other matters related to this Agreement shall be handled by the Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait.

## **11. Performance and Amendment to the Agreement**

(1) The Parties shall comply with the provisions of this Agreement.

(2) This Agreement shall be amended only with both Parties' consents, and shall be confirmed in writing.

## **12. Dispute Resolution**

Any disputes arising from the application of this Agreement shall be resolved by prompt negotiation between the Parties.

## **13. Matters not Mentioned in this Agreement**

Matters not mentioned in this Agreement shall be separately discussed and resolved by the Parties in an appropriate manner.

## **14. Effective Date**

This Agreement shall become effective within 40 days after signature by the Parties.

This Agreement was signed on November 4 in four original copies, with each Party keeping two copies.

Straits Exchange Foundation  
Chairman

Association for Relations Across the Taiwan Strait  
Chairman

*(Signature)*

*(Signature)*

[Note: In case of any discrepancy between the Chinese and English texts, the Chinese text shall govern.]