Coordination Council for North American Affairs
Office in U.S.A.
4201 Wisconsin Avenue, Washington, D.C. 20016

November 26, 1990

Ambassador Natale H. Bellocchi Chairman of the Board and Managing Director American Institute in Taiwan 1700 N. Moore Street, 17th Fl. Arlington, VA 22209

Dear Ambassador Bellocchi:

This is to acknowledge receipt of your predecessor Mr. David Laux's letter of April 19, 1990, in which he wrote:

"We have been asked by the U.S. Postal Service to act in its behalf and to resume negotiations with the postal administration of Taiwan on the issue of INTELPOST service between the United States and Taiwan.

We would like to refer to former Director General of Posts Charles C.Y. Wang's letters of September 23, 1988, number 176420006-126, and of December 22, 1988, number 17642002-139, addressed to Assistant Postmaster General Thomas E. Leavey (copies enclosed). At that time, Mr. Wang indicated that the U.S. Postal Service's procedures for imbalance compensation and accounts settlement were acceptable and that service could be started without a trial period. An August 1989 amendment to the above mentioned procedures is enclosed for review and acceptance by Director General of Posts Hosheng Hsia.

As the U.S. Postal Service has been advised that the Taiwan postal administration would

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prefer to establish INTELPOST service based on an exchange of letters only (no memorandum of understanding), will that administration accept the following basic terms?

- 1) Each administration will offer its customers a basic service which will include electronic transmission and physical delivery (other options can be included).
- 2) Each administration will collect all charges from its senders.
- The administration sending an excess number of pages, in any calendar year, will be liable for imbalance charges based on the enclosed imbalance compensation and accounts settlement procedures.
- 4) Originating messages must be of good quality and a transmittal form (as enclosed) must accompany the message.
- 5) The provisions of the Universal Postal Convention are applicable to the contents of items submitted for transmission in the INTELPOST service.
- 6) Each administration will deal with prohibited items (message or illustration) received via INTELPOST according to its domestic legislation. When such an item is neither delivered to the addressee nor returned to origin, the other administration is informed of the action taken and the prohibition involved.
- Each administration will notify the other if an item has proven undeliverable.

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- 8) Inquiries will be answered in the shortest possible time, not to exceed seven (7) days.
- 9) Neither administration may claim indemnification from the other administration in case of loss, damage, theft or delay.
- 10) Each administration has the right to terminate this service after notification in writing at least ninety days (or more) prior to the effective date.
- 11) Each administration agrees to exchange detailed information with regard to acceptance hours and delivery options.
- 12) Each administration will notify the other by transmittal instruction sheet, telex, or telephone of irregularities in the receipt of items or in the operation of the transmission equipment of circuitry.

A reply indicating the Taiwan postal administration's concurrence with the above will constitute the necessary agreement for this new service. The specific starting dates and other details for the service can then be established in direct correspondence between that administration and the U.S. Postal Service.

Two new brochures and a copy of the current Standardized Operation Instructions relating to INTELPOST service are also enclosed. We would appreciate receiving similar operational information for the U.S. Postal Service.

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With the U.S. Postal Service, we are looking forward to, and thanking you for, an early reply."

Your colleague Mr. Clarke N. Ellis' letter of October 4, 1990 restating the basic terms of the proposed INTELPOST agreement as mentioned above has also been received.

In reply, I wish to state that the Coordination Council for North American Affairs, acting in behalf of the Directorate General of Posts of my country, concurs with the basic terms as stated in the letter of April 19, 1990 and repeated in the letter of October 4, 1990. The CCNAA also concurs with your suggestion that this correspondence of ours will constitute the necessary agreement for this new INTELPOST service and that the specific starting dates and other details for the service can be established in direct correspondence between the postal administration of my country and the U.S. Postal Service.

Sincerely,

Mou-Shih Ding Representative

Tendery

October 4, 1990

Mr. Ding Mou-shib Representative Coordination Council for North American Affairs 4201 Wisconsin Avenue, N.W. Washington, D.C.

Dear Mr. Ding:

It appears there has been some confusion in the matter of the proposed INTELPOST agreement as discussions were conducted directly between Mr. Y.S. Pan and Ms. Fern Burns without keeping CCNAA and AIT fully informed.

As suggested by Mr. David Laux in his letter to you of April 19, 1990, in order for an INTELPOST Agreement to be put into effect, it would be necessary for you to provide a letter stating that the Taiwan Postal Administration, the designated representative of CCNAA, wishes to enter into an agreement with the United States Postal Service, the designated representative of AIT, based on the terms as stated in the letter of April 19, 1990 and repeated here.

- 1) Each administration will offer its customers a basic service which will include electronic transmission and physical delivery (other options can be included).
- 2) Each administration will collect all charges from its senders.
- 3) The administration sending an excess number of pages in any calendar year, will be liable for imbalance charges based on the established imbalance compensation and accounts settlement procedures.
- 4) Griginating messages must be of good quality and a transmittal form must accompany the message.
- 5) The provisions of the Universal Postal Convention are applicable to the contents of items submitted for transmission in the IMPRIPOST service.

- 6) Each administration will deal with prohibited items (message or illustration) received via INTELPOST according to its domestic legislation. When such an item is neither delivered to the addressee nor returned to origin, the other administration is informed of the action taken and the prohibition involved.
- 7) Each administration will notify the other if an item has proven undeliverable.
- 8) Inquiries will be answered in the shortest possible time, not to exceed seven (7) days.
- 9) Meither administration may claim indemnification from the other administration in case of loss, damage, theft or delay.
- 10) Each administration has the right to terminate this service after notification in writing at least ninety days (or more) prior to the effective date.
- 11) Each administration agrees to exchange detailed information with regard to acceptance hours and delivery options.
- 12) Each administration will notify the other by transmittal instruction sheet, telex, or telephone of irregularities in the receipt of items or in the operation of the transmission equipment or circuitry.

Your reply indicating the concurrence of the Taiwan Postal Administration with the above will constitute the necessary agreement for this new service. The specific starting dates and other details for the service can then be established in direct correspondence between that Administration and the United States Postal Service.

Sincerely,

Clarke N. Ellis Acting Managing Director

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ce: USPS



AMERICAN INSTITUTE IN TAIWAN

1700 N. Moore Street 17th Floor Arlington, Virginia 22209 Tel: (703) 525-8474 Fax: (703) 841-1385

April 19, 1990

Mr. Ding Mou-shih
Representative
Coordination Council for
North American Affairs
4201 Wisconsin Avenue, N.W.
Washington, DC 20016-2137

Dear Mr. Ding:

We have been asked by the U.S. Postal Service to act in its behalf and to resume negotiations with the postal administration of Taiwan on the issue of INTELPOST service between the United States and Taiwan.

We would like to refer to former Director General of Posts Charles C.Y. Wang's letters of September 23, 1988, number 17642006-126, and of December 22, 1988, number 17642002-139, addressed to Assistant Postmaster General Thomas E. Leavey (copies enclosed). At that time, Mr. Wang indicated that the U.S. Postal Service's procedures for imbalance compensation and accounts settlement were acceptable and that service could be started without a trial period. An August 1989 amendment to the above mentioned procedures is enclosed for review and acceptance by Director General of Posts Ho-sheng Hsia.

As the U.S. Postal Service has been advised that the Taiwan postal administration would prefer to establish INTELPOST service based on an exchange of letters only (no Memorandum of Understanding), will that administration accept the following basic terms?

- 1) Each administration will offer its customers a basic service which will include electronic transmission and physical delivery (other options can be included).
- 2) Each administration will collect all charges from its senders.
- The administration sending an excess number of pages, in any calendar year, will be liable for imbalance charges based on the enclosed imbalance compensation and accounts settlement procedures.

- 4) Originating messages must be of good quality and a transmittal form (as enclosed) must accompany the message.
- 5) The provisions of the Universal Postal Convention are applicable to the contents of items submitted for transmission in the INTELPOST service.
- 6) Each administration will deal with prohibited items (message or illustration) received via INTELPOST according to its domestic legislation. When such an item is neither delivered to the addressee nor returned to origin, the other administration is informed of the action taken and the prohibition involved.
- 7) Each administration will notify the other if an item has proven undeliverable.
- 8) Inquiries will be answered in the shortest possible time, not to exceed seven (7) days.
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A reply indicating the Taiwan postal administration's concurrence with the above will constitute the necessary agreement for this new service. The specific starting dates and other details for the service can then be established in direct correspondence between that administration and the U.S. Postal Service.

Two new brochures and a copy of the current Standardized Operation Instructions relating to INTELPOST service are also enclosed. We would appreciate receiving similar operational information for the U.S. Postal Service.

With the U.S. Postal Service, we are looking forward to, and thanking you for, an early reply.

Sincerely,

David N. Laux

Chairman of the Board and Managing Director

Enclosures:

As stated.