

N° 3905.

**BULGARIE ET
UNION DES RÉPUBLIQUES
SOVIÉTIQUES SOCIALISTES**

Arrangement concernant l'échange
des colis postaux. Signé à Moscou,
le 10 juillet 1935.

**BULGARIA
AND UNION OF SOVIET
SOCIALIST REPUBLICS**

Agreement for the Exchange of
Postal Parcels. Signed at Moscow,
July 10th, 1935.

¹ TRADUCTION. — TRANSLATION.

No. 3905. — AGREEMENT ² FOR THE EXCHANGE OF POSTAL PARCELS BETWEEN THE KINGDOM OF BULGARIA AND THE UNION OF SOVIET SOCIALIST REPUBLICS. SIGNED AT MOSCOW, JULY 10TH, 1935.

*French official text communicated by the Permanent Delegate of Bulgaria to the League of Nations.
The registration of this Agreement took place May 29th, 1936.*

HIS MAJESTY THE KING OF THE BULGARIANS, of the one part, and THE CENTRAL EXECUTIVE COMMITTEE OF THE U. S. S. R. of the other part, being desirous of co-operating with a view to strengthening and developing the postal relations between the two countries, have resolved to conclude an Agreement for the exchange of postal parcels coming from those countries, and have for that purpose appointed the following representatives :

HIS MAJESTY THE KING OF THE BULGARIANS :

Monsieur Dmitri MIHALTCHEV, Envoy Extraordinary and Minister Plenipotentiary of Bulgaria at Moscow ;

THE CENTRAL EXECUTIVE COMMITTEE OF THE UNION OF SOVIET SOCIALIST REPUBLICS :

Monsieur Maxime LITVINOFF, Member of the Central Executive Committee, People's Commissary for Foreign Affairs.

The above-mentioned representatives, duly authorised for this purpose, have agreed upon the following Articles :

Article 1.

1. A regular exchange of postal parcels, both ordinary and insured, shall be established between the Union of Soviet Socialist Republics and Bulgaria.

2. This exchange shall take place both by land, *i.e.*, in transit through the respective countries, and by sea.

The routes to be followed for the conveyance of postal parcels and the offices for the exchange of parcels shall be designated by the Postal Administrations of the contracting countries, which shall notify each other thereof.

Article 2.

Each of the Contracting Parties shall be entitled to adopt, in accordance with its internal regulations, restrictions regarding the contents of postal parcels. Each Contracting Party shall notify the other Party in good time of the said restrictions.

¹ Traduit par le Secrétariat de la Société des Nations, à titre d'information.

¹ Translated by the Secretariat of the League of Nations, for information.

² The exchange of ratifications took place at Sofia, April 29th, 1936.
Came into force May 29th, 1936.

Article 3.

1. In exchanges between the Contracting Parties, parcels may not exceed 5 kilogrammes in weight, and the insured value may not exceed 1,000 francs.
2. The dimensions of parcels exchanged between the two countries may not exceed 150 centimetres either way, and the sum of the length and of the greatest circumference measured in a direction other than that of the length may not exceed 300 centimetres.
3. The insured value may not exceed the actual value of the contents of the parcel, and must be expressed in the currency of the country of origin. The amount of the insured value must further be converted into francs at the current rate of exchange by the office at which the parcel is handed in or by the sender.
4. The Postal Administrations of the Contracting Parties may modify, by joint agreement, the maximum weight and dimensions, and also the maximum declarable value of parcels as laid down in paragraphs 1 and 2 of the present Article.
5. The handing over and delivery of postal parcels and the final disposal of articles the import of which is prohibited or subject to restrictions shall be governed by the provisions and internal regulations in force in the contracting countries in so far as they are not a contradiction of the present Agreement.
6. The following shall not be accepted in exchanges between the Contracting Parties :
 - (a) Parcels the weight and dimensions of which exceed the limits laid down in paragraphs 1 and 2 of the present Article ;
 - (b) Parcels with insufficient packing ;
 - (c) Urgent or express parcels ;
 - (d) Cash on delivery parcels ;
 - (e) Postal parcels subject to Customs duty paid beforehand by the senders.

Article 4.

The Contracting Parties reserve the right of their Postal Administrations, in exceptional circumstances, to suspend temporarily as a general or partial measure the exchange of postal parcels in either direction. The Postal Administration taking such a step shall be bound to give the other Postal Administration immediate notice thereof. Should the measure be adopted at short notice the Postal Administration concerned shall be informed immediately by telegram.

Article 5.

1. Postal parcels must be fully prepaid by the sender when he hands them over to the Post Office.
2. Postage on postal parcels exchanged between the Contracting Parties by land shall be computed as follows :

	Payable to the U. S. S. R.	Payable to Bulgaria
Postal parcels despatched from the U. S. S. R. to Bulgaria and <i>vice versa</i> and conveyed through the European part of the U. S. S. R., up to 5 kg.	fr. ct. 2.—	fr. ct. 1.25
Postal parcels despatched from the U. S. S. R. to Bulgaria and <i>vice versa</i> conveyed through both parts (European and Asiatic) of the U. S. S. R., up to 5 kg.	4.—	1.25

In addition to the maximum rates fixed, the rates laid down in the Universal Parcel Post Agreement as payable to each intermediate country having taken part in the conveyance of parcels by land or sea shall also be charged.

3. In addition to the rates provided for in the previous paragraph, each of the Contracting Parties shall be authorised to charge on its own behalf postage not exceeding 50 centimes per parcel despatched by sea.

4. The rate of insurance for insured postal parcels exchanged between the Contracting Parties may not exceed 50 centimes on each 300 francs or fraction of 300 francs of the insured value ; of this, 5 centimes shall be payable to each country taking part in the conveyance of the parcels (10 centimes in case of conveyance by sea), including the country of destination.

5. The Postal Administration of the country of origin shall be entitled to charge senders of insured parcels, on its own behalf, a despatch fee not exceeding 50 centimes per parcel.

6. The Postal Administration of the country of destination shall be entitled to charge the addressee a fee for Customs clearance not exceeding 50 centimes per parcel.

Nevertheless, the Postal Administrations of the Contracting Parties may modify by joint agreement the amount of the fee provided for in the present paragraph.

Article 6.

Senders must state on the back of the despatch note what is to be done with the parcel if it cannot be delivered.

Only the following instructions can be accepted :

- (a) Immediate return of the parcel to the country of origin ;
- (b) Redirection of the parcel to the same addressee at a new address ;
- (c) Delivery of the parcel to another addressee ;
- (d) Abandonment of the parcel.

Article 7.

The Postal Administrations of the Contracting Parties may refuse to accept messages written on the coupons of the despatch note.

Article 8.

If for any reason a postal parcel cannot be delivered or redirected, and if the sender did not, at the time of despatch, ask for its immediate return (see Article 6 of the present Agreement), it shall be kept for two months as from the date of its arrival by the office of destination, after which it shall be returned to the country of origin without previous notice of non-delivery.

The sender shall be liable to the following charges in respect of returned parcels : return postage, and any warehousing, re-consignment, or Customs clearance charges payable.

Article 9.

Customs duties and other non-postal charges levied on parcels returned to the country of origin or redirected to third countries shall be cancelled both in the Union of Soviet Socialist Republics and in Bulgaria.

Article 10.

1. Parcels, and the documents relating thereto, shall be sent "à découvert" (not enclosed in bags).

2. The Postal Administrations of the Contracting Parties reserve the right to modify by common agreement the method of despatching both postal parcels and the documents relating thereto.

Article 11.

Each parcel must be accompanied by a despatch note and Customs declarations made out in the French language. The number of declarations shall be fixed jointly by the Postal Administrations of the Contracting Parties.

Article 12.

1. If during the conveyance of parcels their contents are lost, damaged or abstracted, in whole or in part, the sender shall be entitled to compensation corresponding to the actual amount of the loss, damage or abstraction, provided, however, that the damage has not been caused by the sender's fault or negligence or is not due to the nature of the articles sent.

This compensation shall be paid, in the case of ordinary parcels, within the limits fixed by the Universal Parcel Post Agreement ; in the case of insured parcels, the compensation shall not exceed the amount for which they were insured.

2. Compensation shall be paid in the country of despatch in the latter's currency at the rate laid down in Article 3, paragraph 3, of the present Agreement.

3. When compensation is paid by the Postal Administration of one country on behalf of another Administration, the latter shall be obliged to refund it the amount within three months at latest from the date of advice of payment.

4. When compensation is paid for the complete loss, destruction or damage of the parcel, or the abstraction of the whole of its contents, the sender may claim refund of the postage.

The insurance and despatch fees provided for in Article 5, paragraphs 3 and 4, shall not be refunded.

5. The Postal Administrations of the contracting countries take no responsibility for the loss, abstraction or damage of parcels resulting from circumstances beyond control (*force majeure*).

Article 13.

1. Accounts concerning the reciprocal exchange of parcels shall be made up monthly in accordance with the Detailed Regulations of the Universal Parcel Post Agreement.

The accounts, with the relevant documents, shall be sent to the Postal Administration of the other Contracting Party within one month if possible, and not later than six weeks, after the month to which they relate. The said accounts must be audited and returned within one month from the date on which they were received.

2. The results of the monthly accounts, drawn up and approved by the Postal Administrations of the Contracting Parties, shall be incorporated by the creditor Administration in the general quarterly account the balance of which must be paid within three months of the date of its receipt.

If not paid within the time-limit above indicated, the sums due shall bear interest at the rate of five per cent per annum from the expiry of that time-limit. Payment must, however, be made within four months at the most from the expiry of the time-limit mentioned above.

3. The balance remaining after the said accounts have been closed shall be paid to the creditor Administration through the banks situated in the capital of the creditor country and in the latter's currency, or, by mutual agreement, in the currency of another country.

4. Any expenses in connection with payments shall be borne by the debtor Administration.

Article 14.

The franc mentioned in the present Agreement is the gold franc referred to in the Universal Postal Convention.

Article 15.

The exchange of postal parcels, both ordinary and insured, between the Contracting Parties shall be carried out as regards any matter unprovided for in the present Agreement and not inconsistent with its stipulations in accordance with the provisions of the Universal Parcel Post Agreement and of the Final Protocol and Detailed Regulations of that Agreement.

Article 16.

The present Agreement shall be ratified and shall come into force one month after the exchange of the instruments of ratification, which shall take place at Sofia as soon as possible.

The present Agreement may be put into force before the exchange of the instruments of ratification by an exchange of notes between the Governments of the contracting countries.

Article 17.

The present Agreement is concluded for a period of two years as from its entry into force. If, three months before the expiration of this period, neither of the Contracting Parties notifies its intention to terminate it, the Agreement shall be automatically prolonged. It shall terminate three months after its denunciation by one of the Parties.

In faith whereof the Plenipotentiaries of the Contracting Parties have signed the present Agreement and have thereto affixed their seals.

Done in duplicate at Moscow, this 10th day of July, 1935.

(Signed) D. MIHALTCHEV.

(Signed) M. LITVINOFF.