

TURKEY

Postal: BUREAUFAX Service

TIAS 11712

February 14, 1990, Date-Signed; March 14, 1990, Date-Signed

March 15, 1990, Date-In-Force

STATUS:

[*1] Memorandum of understanding signed at Ankara and Washington February 14 and March 14, 1990;

Entered into force March 15, 1990.

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE (USPS) AND THE POSTAL TELEGRAPH AND TELEPHONE ADMINISTRATION OF TURKEY (PTT) CONCERNING THE OPERATION OF THE BUREAUFAX SERVICE

TEXT:

ARTICLE 1

CHARGES TO BE COLLECTED FROM THE SENDER

1. Each administration establishes the charges to be collected from its senders for sending items in the service.
2. All charges thus established are fully pre-paid by the sender.
3. Bureaufax items sent by each administration in relation to BUREAUFAX matters are exempt from all charges.

ARTICLE 2

COMPENSATION FOR IMBALANCES

1. If, in any calendar year, the number of pages received by one administration exceeds the number of pages received by the other by 100 or more pages, the administration sending the excess number of pages shall be liable to the administration receiving them for an imbalance charge specified in correspondence between the two administrations.
2. In determining imbalances under this Article, there shall not be taken into account any confirmation messages, repeat transmissions, [*2] transmittal forms (with the exception of the UNIPAGE when the transmittal includes a customer message), special services, or special means of handling and delivery.
3. Every reasonable effort shall be made to consolidate the balance due under this Memorandum of Understanding with the unpaid balances due on all other accounts being annually settled under the Acts of the Universal Postal Union between the same administrations, so that insofar as practicable

only one payment shall be necessary each year, within six months after the end of the year, to settle all accounts arising between the two administrations under such Acts. A failure or inability to consolidate all balances due into a single annual payment shall not relieve any administration of its obligation to discharge its liability for an imbalance arising under this Memorandum of Understanding.

ARTICLE 3

CONDITIONS OF ACCEPTANCE

1. Except as provided for in paragraph 2 of this Article, in order to be accepted in the BUREAUFAX Service an item must:

- a) be of sufficient quality to ensure satisfactory transmission; and,
- b) be accompanied by the transmittal instruction sheet referred to in Article 4.

2. If an [*3] item is tendered for transmission and the sender is advised that it is not likely to reproduce satisfactorily, it will nevertheless be sent:

- a) if the sender so wishes and the other conditions of acceptance are met; and
- b) provided the sender acknowledges that he has been informed that reproduction may be unsatisfactory and that he will refrain from making any claim in that regard against either administration.

ARTICLE 4

TRANSMITTAL INSTRUCTION SHEET

- 1. A transmittal instruction sheet must be completed for each item sent in the BUREAUFAX Service.
- 2. It must bear the name and complete address of the sender and of the addressee. If optional services are agreed upon, the transmittal sheet must also show which such services are requested by the sender.

ARTICLE 5

PROHIBITIONS

The provisions of the Universal Postal Convention n1 governing prohibitions are applicable to the contents of items submitted for transmission in the BUREAUFAX Service.

-----Footnotes-----

-----End Footnotes----- [*4]

ARTICLE 6

TREATMENT OF ITEMS WRONGLY ACCEPTED

1. When an item containing a message or illustration prohibited under Article 5 has been transmitted in the BUREAUFAX Service, the prohibited message or illustration is dealt with according to the domestic legislation of the receiving administration.
2. When such an item is neither delivered to the addressee nor returned to origin, the administration of origin is informed of how the item has been dealt with, and of the restriction or prohibition which required such treatment.

ARTICLE 7

UNDELIVERABLE ITEMS

After every reasonable effort to deliver an item has proven unsuccessful, the transmittal instruction sheet describing the facts is returned to the BUREAUFAX Center designated by the administration of acceptance which ensures that the sender is informed accordingly.

ARTICLE 8

INQUIRIES

Each administration answers in the shortest possible time, not to exceed seven (7) days, inquiries relating to any BUREAUFAX item sent by the other administration.

ARTICLE 9

LIABILITY OF ADMINISTRATIONS

Each administration decides its own compensation policy in the case of loss, damage, theft or delay. Payment of [*5] compensation, if any, is to be the sole responsibility of the administration of origin. Neither administration may claim indemnification from the other administration.

ARTICLE 10

TEMPORARY SUSPENSION AND RESUMPTION OF THE SERVICE

Whenever serious operational difficulties arise in either administration which in its opinion preclude the uninterrupted operation of the service, operations may be temporarily suspended provided that:

- a) upon suspension of the service the suspending administration notifies the other as soon as possible;
- b) every effort is made to minimize the duration of the suspension;
- c) upon resumption of the service, the resuming administration notifies the other as soon as possible; and
- d) specifically, the BUREAUFAX Center of the resuming administration notifies the receiving BUREAUFAX Center.

ARTICLE 15

APPLICATION OF THE CONVENTION

The Convention or Detailed Regulations of the Convention apply where appropriate, by analogy, in all cases not expressly covered by this Memorandum of Understanding.

ARTICLE 12

AMENDMENT

The Memorandum of Understanding may be modified by mutual agreement on the basis of an exchange of letters, [*6] to which the text of the modified articles is annexed.

ARTICLE 13

EFFECTIVE DATE AND DURATION OF THE MEMORANDUM OF UNDERSTANDING

1. This Memorandum of Understanding takes effect on the date mutually agreed upon by the administrations. n1

-----Footnotes-----

n1 Mar. 15, 1990.

-----End Footnotes-----

2. The BUREAUFAX Service authorized by this Memorandum of Understanding may be terminated by one administration giving to the other in writing at least ninety (90) days' advance written notice of such termination of service. Obligations incurred under this Memorandum of Understanding, such as those pertaining to the settlement of accounts, shall survive any termination of service until such obligations are fully discharged.

Done in duplicate and signed at Ankara on the 14th day of February, 1990, and at Washington, D.C. on the 14th day of March, 1990.

SIGNATORIES:

FOR THE GENERAL DIRECTORATE OF POST TELEGRAPH AND TELEPHONE ADMINISTRATION
OF TURKEY

Veli Bettemir

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FOR THE UNITED STATES POSTAL SERVICE:

Thomas E. Leavey