

October 11, 1938
October 31, 1938

Agreement between Iceland and the United States of America concerning the exchange of parcel post, with regulations for execution. Signed at Reykjavik October 11, 1938 and at Washington October 31, 1938; approved by the President November 10, 1938.

AGREEMENT BETWEEN ICELAND AND THE UNITED STATES OF AMERICA CONCERNING THE EXCHANGE OF PARCEL POST

Agreement with Iceland concerning exchange of parcel post.

The undersigned, provided with full powers by their respective governments, have by mutual consent and subject to ratification by the competent superior authorities, drawn up the following Agreement:

ARTICLE I.

Object of the Agreement.

Territory embraced.

Between the United States of America (including Alaska, Puerto Rico, the Virgin Islands, Guam, Samoa, and Hawaii) and Iceland, there may be exchanged under the denomination of parcel post, parcels up to the maximum weight and the maximum dimensions indicated in the Regulations of Execution.

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ARTICLE II.

Transit parcels.

Right of transit.

1. Each Postal Administration guarantees the right of transit through its service, to or from any country with which it has parcel-post communication, of parcels originating in, or addressed for delivery in the service of, the other contracting Administration.

Intermediate Administrations.

2. Each Postal Administration shall inform the other to which countries parcels may be sent through it as intermediary, and the amount of the charges due to it therefor, as well as other conditions.

3. To be accepted for onward transmission, parcels sent by one of the contracting Administrations through the service of the other Administration must comply with the conditions prescribed from time to time by the intermediate Administration.

ARTICLE III.

Postage and fees.

Postage and fees.

1. The Administration of origin is entitled to collect from the sender of each parcel the postage and the fees for requests for information as to the disposal of a parcel made after it has been posted, and also, in the case of insured parcels, the insurance fees and the fees for return receipts that may from time to time be prescribed by its regulations.

Prepayment.

2. Except in the case of returned or redirected parcels, the postage and such of the fees mentioned in the preceding section as are applicable must be prepaid.

ARTICLE IV.

Preparation of parcels.

Every parcel shall be packed in a manner adequate for the length of the journey and the protection of the contents as set forth in the Regulations of Execution.

Packing.

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ARTICLE V.

Prohibitions.

1. The following articles are prohibited transmission by parcel post:

Articles specified.

(a) A letter or a communication having the nature of a letter. Nevertheless, it is permitted to enclose in a parcel an open invoice confined to the particulars which constitute an invoice, and also a simple copy of the address of the parcel, that of the sender being added.

Letters, etc.

(b) An enclosure which bears an address different from that placed on the cover of the parcel.

Enclosure bearing different address.

(c) Any live animal, except leeches.

Live animals; exception.

(d) Any article the admission of which is forbidden by the customs or other laws or regulations in force in either country.

Articles not admissible by customs, etc., laws.

(e) Any explosive or inflammable article and, in general, any article the conveyance of which is dangerous, including articles which from their nature or packing may be a source of danger to postal employees or may soil or damage other articles.

Explosive, etc., articles.

(f) Articles of an obscene or immoral nature.

Obscene, etc., articles.

(g) It is, moreover, forbidden to send coin, bank notes, currency notes, or any kind of securities payable to bearer; platinum, gold, or silver (whether manufactured or unmanufactured); precious stones, jewelry, or other precious articles in uninsured parcels.

Coin, etc.

If a parcel which contains coin, bank notes, currency notes, or any kind of securities payable to bearer; platinum, gold, or silver (whether manufactured or unmanufactured); precious stones, jewelry, or other precious articles is sent uninsured, it shall be placed under insurance by the country of destination and treated accordingly.

Treatment.

2. If a parcel contravening any of these prohibitions is handed over by one Administration to the other, the latter shall proceed in accordance with its laws and inland regulations. Explosive or inflammable articles, as well as documents, pictures, and other articles injurious to public morals, may be destroyed on the spot by the Administration which finds them in the mails.

Action to be taken.

The fact that a parcel contains a letter or a communication having the nature of a letter may not, in any case, entail return of the parcel to the sender. The letter is, however, marked for collection of postage due from the addressee at the regular rate.

Parcel containing a letter.

The two Administrations advise each other by means of the List of Prohibited Articles published by the International Bureau of the Universal Postal Union of all prohibited articles. However, they do not on that account assume any responsibility towards the customs or police authorities, or the sender.

List of Prohibited Articles.

ARTICLE VI.

Insurance.

Parcels may be insured up to the amount of 500 gold francs or its equivalent in the currency of the country of origin. However, the

Maximum amount.

Chiefs of the Postal Administrations of the two contracting countries may, by mutual consent, increase or decrease this maximum amount of insurance.

Limitation.

A parcel cannot give rise to the right to an indemnity higher than the actual value of its contents; but it is permissible to insure it for only part of that value.

ARTICLE VII.

Indemnity.

Responsibility.

1. Except in the cases mentioned in the section following, the Administrations are responsible for the loss of insured parcels mailed in one of the two contracting countries for delivery in the other and for the loss, abstraction of, or damage to their contents or a part thereof.

Indemnity.

The sender or other rightful claimant is entitled on this account to an indemnity corresponding to the actual amount of the loss, abstraction, or damage. The amount of indemnity is calculated on the basis of the actual value (current price or, in the absence of current price, the ordinary estimated value) at the time and place of mailing the parcel, provided in any case that the indemnity shall not exceed the amount for which the parcel was insured and on which the insurance fee has been collected, or the maximum of 500 gold francs.

Return of postage on loss of parcel.

In the case where indemnity is payable for the loss of a parcel or for the destruction or abstraction of the whole of the contents thereof, the sender is entitled to return of the postal charges, if claimed. However, the insurance fees are not returned in any case.

Parcels originating in a third country.

In the absence of special agreement to the contrary between the countries involved, no indemnity will be paid by either country for the loss of transit parcels originating in a country not participating in this Agreement and destined for one of the two contracting countries or parcels originating in one of the two contracting countries and destined for a country not participating in this Agreement.

Parcels reforwarded to a third country.

When an insured parcel originating in one country and addressed for delivery in the other is reforwarded from there to a third country or is returned to a third country at the request of the sender or addressee, the party entitled to the indemnity in case of loss, rifling, or damage occurring subsequent to the reforwarding or return of the parcel by the original country of destination, can lay claim in such cases only to the indemnity which the country where the loss, rifling, or damage occurred consents to pay, or which that country is obliged to pay in accordance with the agreement made between the countries directly interested in the reforwarding or return. Either of the two countries signing the present Agreement which wrongly forwards an insured parcel to a third country is responsible to the sender to the same extent as the country of origin, that is, within the limits of the present Agreement.

Responsibility for error.

2. The Administrations are relieved from all responsibility:

Nonresponsibility in designated cases. Unconditional acceptance.

(a) In case of parcels of which the addressee has accepted delivery without reservation.

Loss, etc., through force majeure.

(b) In case of loss or damage through force majeure, although either Administration may at its option and without recourse to the other Administration pay indemnity for loss or damage due to force majeure even in cases where the Administration of the country in the service of which the loss or damage occurred recognizes that the damage was due to force majeure.

Destruction of official documents.

(c) When they are unable to account for parcels in consequence of the destruction of official documents through force majeure.

(d) When the damage has been caused by the fault or negligence of the sender, or the addressee, or the representative of either; or when it is due to the nature of the article.

Damage through fault of sender, addressee, etc.

(e) For parcels which contain prohibited articles.

Prohibited articles.

(f) In case the sender of an insured parcel, with intent to defraud, shall declare the contents to be above their real value; this rule, however, shall not prejudice any legal proceedings necessitated by the legislation of the country of origin.

Declared above real value.

(g) For parcels seized by the Customs because of false declaration of contents.

Seized, because of false declaration.

(h) When no inquiry or application for indemnity has been made by the claimant or his representative within a year commencing with the day following the posting of the insured parcel.

Unclaimed within a year.

(i) For parcels which contain matter of no intrinsic value or perishable matter, or which did not conform to the stipulations of this Agreement, or which were not posted in the manner prescribed; but the country responsible for the loss, rifling, or damage may pay indemnity in respect of such parcels without recourse to the other Administration.

Matter of no intrinsic value, etc.

3. No compensation shall be given for indirect loss or loss of profits of any parcel transmitted under this Agreement.

Indirect loss, etc.

4. The payment of compensation for an insured parcel shall be made to the rightful claimant as soon as possible and at the latest within a period of one year counting from the day following that on which the application is made.

Indemnity payment.

However, the paying Postal Administration may exceptionally defer payment of indemnity for a longer period than that stipulated if, at the expiration of that period, it has not been able to determine the disposition made of the article in question or the responsibility incurred.

Deferment of payment.

5. Except in cases where payment is exceptionally deferred as provided in the second paragraph of the foregoing section, the Postal Administration which undertakes payment of compensation is authorized to pay indemnity on behalf of the office which, after being duly informed of the application for indemnity, has let nine months pass without settling the matter.

Payment of indemnity after nine months delay.

6. The obligation of paying the indemnity shall rest with the Postal Administration to which the mailing office is subordinate; provided that in cases where the indemnity is paid to the addressee in accordance with the second paragraph of the first section, it shall rest with the Postal Administration of destination.

Administration responsible.

The paying Administration retains the right to make a claim against the Administration responsible.

7. Until the contrary is proved, responsibility for an insured parcel rests with the Postal Administration which, having received the parcel without making any observation and being furnished all necessary particulars for inquiry, is unable to show its proper disposition.

8. Responsibility for loss, abstraction, or damage of an insured parcel discovered by the receiving exchange office at the time of opening the receptacles and duly notified to the dispatching exchange office by bulletin of verification shall fall upon the Postal Administration to which the dispatching exchange office is subordinate, unless it be proved that the damage occurred in the service of the receiving Administration.

9. If the loss, abstraction, or damage has occurred in course of conveyance without its being possible to ascertain in which service the irregularity took place, the Postal Administrations concerned bear the loss in equal shares.

10. The Postal Administration responsible or on whose account payment is made in accordance with section 5 is bound to repay to the country making payment on its behalf, without delay and within not more than six months after receiving notice of payment, the amount of indemnity paid.

11. Repayments are to be made free of cost to the creditor Administration by means of either a money order or a draft, in money valid in the creditor country, or by such other means as may be mutually agreed upon by correspondence.

12. The responsibility of properly enclosing, packing, and sealing insured parcels rests upon the sender, and the postal service of neither country will assume liability for loss, rifling, or damage arising from defects which may not be observed at the time of posting.

13. The Postal Administrations of the two contracting countries will not be responsible for the loss, abstraction, or damage of an ordinary parcel; but either Administration is at liberty to pay indemnity for the loss, abstraction, or damage which may occur in its service, without recourse to the other Administration.

ARTICLE VIII.

Certificate of mailing. Receipts.

Furnished sender on request.

On request made at the time of mailing an ordinary (uninsured) parcel, the sender will receive a certificate of mailing from the post office where the parcel is mailed, on a form provided for the purpose; and each country may fix a reasonable fee therefor.

Receipt.

The sender of an insured parcel receives without charge, at the time of posting, a receipt for his parcel.

ARTICLE IX.

Return receipts and inquiries.

Advice of delivery.

1. The sender of an insured parcel may obtain an advice of delivery on payment of such additional charge, if any, as the country of origin of the parcel shall stipulate and under the conditions laid down in the Regulations.

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Request for information; fee.

2. A fee may be charged at the option of the country of origin on a request for information as to the disposal of an ordinary parcel and also of an insured parcel made after it has been posted if the sender has not already paid the special fee to obtain an advice of delivery.

Complaint of irregularity; fee.

3. A fee may also be charged at the option of the country of origin in connection with any complaint of any irregularity which prima facie was not due to the fault of the Postal Service.

ARTICLE X.

Recall and change of address.

Recall and change of address.

So long as a parcel has not been delivered to the addressee, the sender may recall it or cause its address to be changed. The Postal Administration of the country of origin may collect and retain for this service the charge fixed by its regulations. Requests for recall or change of address of parcels to be delivered in the United States of America shall be addressed to the Central Administration at Washington; those relating to parcels for delivery in Iceland shall be addressed to the office of destination of the parcel.

ARTICLE XI.

Customs charges.

The parcels are subject to all customs laws and regulations in force in the country of destination. The duties collectible on that account are collected from the addressee on delivery of the parcel in accordance with the customs regulations.

Customs charges by country of destination.

ARTICLE XII.

Customs charges to be canceled.

The customs charges on parcels sent back to the country of origin or redirected to another country shall be canceled both in Iceland and in the United States of America.

Cancellation, if returned or redirected.

ARTICLE XIII.

Fee for customs clearance.

The office of delivery may collect from the addressee either in respect of delivery to the Customs and clearance through the Customs, or in respect of delivery to the Customs only, a fee not exceeding 50 gold centimes per parcel.

Fee for customs clearance.

ARTICLE XIV.

Delivery to the addressee. Fee for delivery at the place of address.

Parcels are delivered to the addressees as quickly as possible in accordance with the conditions in force in the country of destination. That country may collect in respect of delivery of parcels to the addressee a fee not exceeding 50 gold centimes per parcel. The same fee may be charged, if the case arises, for each presentation after the first at the addressee's residence or place of business.

Delivery to addressee.

Fee.

ARTICLE XV.

Warehousing charge.

The country of destination is authorized to collect the warehousing charge fixed by its legislation for parcels addressed "Poste Restante" or which are not claimed within the prescribed period. This charge may in no case exceed 5 gold francs.

Warehousing charge.

ARTICLE XVI.

Missent parcels.

Ordinary parcels, when missent, are reforwarded to their correct destination by the most direct route at the disposal of the reforwarding Administration. They must not be charged with customs or other charges by that Administration. Insured parcels, when missent, may not be reforwarded to their destination except as insured mail. If this is impossible, they must be returned to origin.

Ordinary parcels.

Insured parcels.

When the reforwarding involves return of the parcel to the office of origin, the retransmitting Administration refunds to that office the credits received and reports the error by a bulletin of verification.

Refund, if parcel returned.

Reforwarding to a third country.

When the reforwarding involves dispatch of a parcel to a third country and if the amount credited to the retransmitting Administration is insufficient to cover the expenses of retransmission which it has to defray, the retransmitting Administration recovers the amount of the deficiency by claiming it from the exchange office from which the missent parcel was directly received. The reason for this claim is notified to the latter by means of a bulletin of verification.

ARTICLE XVII.

Redirection.

Redirection; additional charges.

1. A parcel may be redirected in consequence of the addressee's change of address in the country of destination, at the request of either the sender or the addressee.

For parcels redirected in its territory, the Postal Administration of the country of destination may collect the additional charges fixed by its internal regulations. These charges shall not be canceled even if the parcel is returned to origin or is reforwarded to another country.

2. A parcel may be redirected out of the country of original address only at the sender's or the addressee's request and provided that the parcel complies with the conditions required for its further conveyance. Insured parcels shall not be redirected to another country except as insured mail.

New postage as well as new insurance fees, in the case of insured parcels, may, if not prepaid, be collected upon delivery.

The sender is entitled to forbid any redirection, by means of a suitable entry on the dispatch note and on the parcel.

ARTICLE XVIII.

Sale or destruction.

Articles liable to deterioration.

1. Articles liable to deterioration or corruption, and these only, may be sold immediately, even on the outward or return journey, without previous notice or judicial formality, for the benefit of the right party.

If a sale is impossible for any reason, the spoilt or worthless articles shall be destroyed. The sale or destruction shall be recorded and report made to the Postal Administration of the country of origin.

Parcels marked "Abandon."

2. After the expiration of thirty days from the date of receipt at the office of destination, undeliverable parcels which the sender has marked "Abandon" may be sold at auction or otherwise disposed of as provided by the legislation of the country of destination. When insured parcels are involved, proper record will be made and the Administration of the country of origin notified as to the disposition made of the parcels. The Administration of the country of origin shall also be notified when, for any other reason, an insured parcel which is not delivered is not returned to the country of origin.

ARTICLE XIX.

Nondelivery.

Request by sender as to disposal.

1. The sender of a parcel may make a request at the time of mailing, as to the disposal of the parcel in the event it is not deliverable as addressed, the particulars of which are set forth in the Regulations.

2. If the sender does not make any request in accordance with the foregoing section, or if the sender's request has not resulted in delivery, undeliverable parcels shall be returned to the sender without previous notification at the expiration of thirty days; while parcels refused by the addressee shall be returned at once.

Return to sender if not otherwise indicated.

3. The provisions of Article XX, section 3, shall be applied to a parcel to be returned to the country of origin in consequence of nondelivery.

Provisions governing nondeliverable parcels.

New postage as well as new insurance fees, in the case of insured parcels may, if not prepaid, be collected from the sender upon return of the parcel.

ARTICLE XX.

Charges.

1. For each parcel exchanged between the contracting countries, the dispatching office credits to the office of destination, in the parcel bills, the quotas due to the latter, and indicated in the Regulations of Execution.

Credits.

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2. The sums to be paid for a parcel in transit, that is, parcels destined either for a possession or for a third country, are likewise indicated in the Regulations of Execution.

Parcels in transit.

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3. In case of reforwarding or return to origin of a parcel, if new postage and new insurance fees (in the case of insured parcels) are collected by the redispaching office, the parcel is treated as if it had originated in that country. Otherwise, the redispaching office recovers from the other office the quota due to it, namely, as the case may be:

Reforwarding or return to origin.

(a) The charges prescribed by section 1 above.

(b) The charges for reforwarding or return.

(c) The customs clearance, delivery, and storage charges provided for by Articles XIII, XIV, and XV.

In case of reforwarding or return to a third country, the accrued charges, that is, such of the charges mentioned in (a), (b), and (c) above as are applicable, shall follow the parcel; but if the third country concerned refuses to assume the charges because they cannot be collected from the addressee or sender, as the case may be, or for any other reason, they shall be charged back to the country of origin.

Reforwarding or return to a third country.

In the case of a parcel returned or reforwarded in transit through one of the two Administrations to or from the other, the intermediary Administration may claim also the sum due to it for any additional territorial or sea service provided, together with any amounts due to any other Administration or Administrations concerned.

Returned or reforwarded in transit.

ARTICLE XXI.

Postal charges other than those prescribed not to be collected.

The parcels to which this Agreement applies shall not be subject to any postal charges other than those contemplated by the different articles hereof.

Charges other than prescribed not to be collected.

ARTICLE XXII.

Air parcels.

The Chiefs of the Postal Administrations of the two contracting countries have the right to fix by mutual consent the air surtax and other conditions in the case where the parcels are conveyed by the air routes.

Air surtax, etc.

ARTICLE XXIII.

Temporary suspension of service.

Temporary suspension of service.

In extraordinary circumstances such as will justify the measure, either Administration may temporarily suspend the parcel-post service, either entirely or partially, on condition of giving immediate notice, if necessary by telegraph, to the other Administration.

ARTICLE XXIV.

Matters not provided for in the present Agreement.

Matters not herein provided for.

Universal Postal Convention, etc., to govern.
49 Stat. 2741.

Details to be fixed by mutual consent.

Mutual notice of postal laws, etc.

1. Unless they are provided for in the present Agreement, all questions concerning requests for recall or return of parcels, obtaining and disposition of return receipts, and adjustment of indemnity claims in connection with insured parcels shall be governed by the provisions of the Universal Postal Convention and its Regulations of Execution in so far as they are applicable and are not contrary to the foregoing provisions. If the case is not provided for at all, the domestic legislation of the United States of America or of Iceland, or the decisions made by one country or the other are applicable in the respective country.

2. The details relative to the application of the present Agreement will be fixed by the two Administrations in Regulations of Execution, the provisions of which may be modified or completed by mutual consent by way of correspondence.

3. The two Administrations notify each other mutually of their laws, ordinances, and tariffs concerning the exchange of parcel post as well as of all modifications in rates which may be subsequently made.

ARTICLE XXV.

Entry into force and duration of Agreement.

Entry into force.

This Agreement shall become effective on ratification, but pending ratification it may be put into force administratively on a date to be mutually settled between the Administrations of the two countries.

Duration.

It shall remain in force until one of the Administrations of the two contracting countries has given notice to the other six months in advance of its intention to terminate it.

Signatures.

Done in duplicate and signed at Reykjavik, the 11th. day of October 1938 and at Washington, the 31st day of October 1938.

[SEAL]

JAMES A FARLEY
The Postmaster General of the United States of America.

[SEAL]

G. F. HLIBDAL
The Director General of Posts of Iceland.

Approval by the President.

The foregoing Parcel Post Convention between the United States of America and Iceland has been negotiated and concluded with my advice and consent and is hereby approved and ratified.

In testimony whereof, I have caused the seal of the United States to be hereunto affixed.

[SEAL]

FRANKLIN D ROOSEVELT

By the President,
CORDELL HULL
Secretary of State.

WASHINGTON, November 10, 1938.

DETAILED REGULATIONS FOR THE EXECUTION OF THE PARCEL POST AGREEMENT

The following Detailed Regulations for the Execution of the Parcel Post Agreement have been agreed upon by the Chiefs of the Postal Administrations of the United States of America and Iceland. They may be changed from time to time as may be deemed necessary:

ARTICLE 1.

Limits of weight and size.

The parcels to be exchanged under the provisions of this Agreement may not exceed 44 pounds (20 kilograms) in weight nor the following dimensions:

Limits of weight
and size.

Greatest length 4 feet (122 centimeters), on condition that parcels over 42 inches (107 centimeters) but not over 44 inches (112 centimeters) long do not exceed 24 inches (61 centimeters) in girth; that parcels over 44 inches (112 centimeters) but not over 46 inches (117 centimeters) long do not exceed 20 inches (51 centimeters) in girth; that parcels over 46 inches (117 centimeters) but not over 48 inches (122 centimeters) long do not exceed 16 inches (41 centimeters) in girth; and that parcels up to 3½ feet (107 centimeters) in length do not exceed 6 feet (183 centimeters) in length and girth combined.

The limit of weight and maximum dimensions stated above may be changed from time to time by agreement made through correspondence.

ARTICLE 2.

Preparation of parcels.

1. The name and address of the sender and of the addressee must be legibly and correctly written in every case, on the parcel itself when possible, or on a label or tag firmly attached thereto. It is not allowed to write with initials the name and address of the sender or addressee, unless the initials are the adopted trade name of the sender or addressee which is generally understood. Addresses in pencil are also not allowed, except those written with indelible pencil on a previously dampened surface.

Preparation of parcels.

A slip bearing the name and address of the sender and addressee must be enclosed in the parcel when the address is written on a label or tag which is not gummed to the parcel. It is advisable that such slips be enclosed in all parcels.

2. Every parcel must be packed in a manner adequate for the length of the journey and the character of the contents, and in such a way as to prevent the contents from damaging other parcels or objects or injuring the postal agents. The packing must protect the contents sufficiently that, in case of rifling, the traces thereof may be easily discovered.

No packing is required for ordinary parcels consisting of a single article, such as pieces of wood, metal, etc., which are not usually packed by the trade.

Any liquid or any substance which easily liquefies must be packed in a double receptacle. Between the inner receptacle (bottle, flask, pot, box, etc.) and the outer (box of metal, of strong wood, of strong corrugated cardboard, strong fiberboard, or receptacle of equal

strength) shall be left a space which shall be filled with sawdust, bran, or some other absorbent material, in sufficient quantity to absorb all the liquid contents in the case of breakage.

Powders and dyes in powder form must be packed in lead-sealed metal containers which must be enclosed in substantial outer covers, so as to obviate all damage to the accompanying mail matter.

3. Insured parcels must be sealed by means of wax, by lead, or other seals. Ordinary parcels may be sealed at the option of the sender, or careful tying is sufficient as a mode of closing. Either Administration may require a special design or mark of the sender in the sealing of insured parcels mailed in its service, as a means of protection.

The Customs of the country of destination, for the purpose of customs examination, shall have the right to break the seals. After customs examination is concluded, the parcels shall be officially resealed.

4. On the address side, each insured parcel must bear a label with the words "Insured" or "Valeur déclarée", or be stamped or marked with the same words in close proximity to the number given the parcel, and it must also bear an indication of the amount of the insured value mentioned fully and legibly in the currency of the country of origin and in roman letters. This amount must be converted into gold francs by the sender or by the office of origin and the result of conversion is added below the original description. The amount of the insured value must also be indicated on the customs declaration.

5. The seals, as well as any kind of labels or stamps, affixed to insured parcels must be so placed as not to hide injuries to the package. Moreover, the labels or stamps must not be folded over two sides of the package so as to cover the edge.

ARTICLE 3.

Customs declarations.

Customs
declarations.

1. The sender shall prepare one customs declaration for each parcel sent from Iceland, and 2 customs declarations for each parcel sent from the United States of America on a special form provided for the purpose by the country of origin, which customs declarations shall give a general description of the parcel, an accurate statement in detail of its contents and value, date of mailing, actual weight, the sender's name and address, and the name and address of the addressee; and shall be securely attached to the parcel.

However, as an exception to the foregoing, when more than one parcel is mailed simultaneously by the same sender in one country to the same addressee at the same address in the other country, the sender need prepare only one customs declaration for the entire shipment in the case of parcels sent from Iceland and 2 customs declarations for the entire shipment in the case of parcels sent from the United States, which customs declarations shall show, in addition to the particulars set forth in the preceding paragraph, the total number of parcels comprising the shipment; and shall be securely attached to one of the parcels. The parcels comprising the entire shipment shall be clearly marked in such case with a fractional number, the numerator of which will indicate in arabic figures the number of the parcel, and the denominator the number of parcels comprising the shipment; for example, if a single shipment were composed of 15 parcels, each parcel would be numbered respectively 1/15, 2/15, 3/15, etc.

2. The Administrations accept no responsibility for the correctness of the customs declarations.

ARTICLE 4.

Return receipts.

1. As to a parcel for which a return receipt is asked, the office of origin impresses on the parcel the letters or words "A. R." or "Avis de réception". The office of origin or any other office appointed by the dispatching Administration shall fill out a return receipt form and attach it to the parcel. If the form does not reach the office of destination, that office makes out a duplicate.

Return receipts.

2. The office of destination, after having duly filled out the return receipt form, returns it free of postage to the address of the sender of the parcel.

3. When the sender applies for a return receipt after a parcel has been posted, the office of origin duly fills out a return receipt form and attaches it to a form of inquiry which is entered with the details concerning the transmission of the parcel and then forwards it to the office of destination of the parcel. In the case of the due delivery of the parcel, the office of destination withdraws the inquiry form, and the return receipt is treated in the manner prescribed in the foregoing paragraph.

ARTICLE 5.

Receptacles.

1. The Postal Administrations of the two contracting countries shall provide the respective bags necessary for the dispatch of their parcels and each bag shall be marked to show the name of the office or country to which it belongs.

Receptacles.

2. Bags must be returned empty to the dispatching office by the next mail. Empty bags to be returned are made up in bundles of ten, enclosing nine bags in one. The total number of bags returned shall be entered on the relative parcel bills.

3. In case ten percent of the total number of bags used during the year have not been returned, the value of the missing bags must be repaid to the Administration of origin.

ARTICLE 6.

Method of exchange of parcels.

1. The parcels shall be exchanged in sacks duly fastened and sealed by the offices appointed by agreement between the two Administrations, and shall be dispatched to the country of destination by the country of origin at its cost and by such means as it provides.

Method of exchange of parcels.

2. Insured parcels shall be enclosed in separate sacks from those in which ordinary parcels are contained, and the labels of sacks containing insured parcels shall be marked with such distinctive symbols as may from time to time be agreed upon.

3. No sack may exceed 40 kilograms (88 pounds) in weight.

ARTICLE 7.

Billing of parcels.

1. The insured parcels and the ordinary parcels are entered in separate parcel bills. The parcel bills are prepared in duplicate. The original is sent in the regular mails, while the duplicate is inserted in one of the sacks. The sack containing the parcel bill is designated by the letter "F" conspicuously marked on the label.

Billing of parcels.

2. The ordinary parcels included in each dispatch sent to the United States of America shall be entered on the parcel bills to show the total number of parcels and the total net weight thereof.

The ordinary parcels included in each dispatch sent to Iceland shall be entered on the parcel bills to show the total number of parcels according to the divisions of weight: (a) up to 1 kilogram (2 pounds), (b) over 1 up to 5 kilograms (11 pounds), (c) over 5 up to 10 kilograms (22 pounds), (d) over 10 up to 15 kilograms (33 pounds), and (e) over 15 up to 20 kilograms (44 pounds).

3. Insured parcels shall be entered individually on the parcel bills. The entries concerning each parcel shall show the insurance number and the name of the office of origin. In the case of parcels sent to the United States of America, the total net weight of all the parcels must also be shown. In the case of parcels sent to Iceland, an indication of the division of weight must also be shown the same as in the case of ordinary parcels.

4. Parcels sent à découvert must be entered separately on the parcel bills.

5. Returned or redirected parcels must be entered individually on the parcel bills and must be followed by the word "Returned" or "Redirected" as the case may be. A statement of the charges which may be due on these parcels should be shown in the "Observations" column.

6. The total number of sacks comprising each dispatch must also be shown on the parcel bills.

7. Each dispatching exchange office shall number the parcel bills in the upper left-hand corner, commencing each year a fresh series for each exchange office of destination. The last number of the year shall be shown on the parcel bill of the first dispatch of the following year.

8. The exact method of advising parcels or the receptacles containing them sent by one Administration in transit through the other together with any details of procedure in connection with the advice of such parcels or receptacles for which provision is not made in this Agreement, shall be settled by mutual agreement through correspondence between the two Administrations.

ARTICLE 8.

Checking of parcels.

Checking of parcels.

1. The exchange office which has received a parcel mail shall check the parcels and the accompanying bills. If a parcel is missing, or if any other irregularity is noted, it shall be immediately reported to the dispatching exchange office by means of a bulletin of verification. The report of such a serious irregularity as to involve the responsibility of the respective Administrations shall be accompanied by such vouchers as the strings and the wax or lead seals used for closing the bag which contained the parcels, if they are available.

If no report is made by the next mail, it will be assumed that the mail has been received in proper order, until the contrary is proved.

2. If a parcel bill is missing, a duplicate shall be made out and a copy sent to the dispatching exchange office from which the dispatch was received.

3. If any parcel which is in the course of transmission is observed to bear evidence of violation or damage, it must have the facts noted on it and be marked with the stamp of the office making the note; or a document drawing attention to the violation or damage must be forwarded with the parcel.

ARTICLE 9.

Undelivered parcels.

1. The sender of a parcel may request at the time of mailing that, if the parcel cannot be delivered as addressed it shall be either (a) treated as abandoned, (b) tendered for delivery at a second address in the country of destination, or (c) returned.

Undelivered parcels.

If the sender avails himself of this facility, his request must appear on the address side of the parcel and on the relative customs declaration and must be in conformity with or analogous to one of the following forms:

“If not deliverable as addressed, Abandon.”

“If not deliverable as addressed, Deliver to _____”

“If not deliverable as addressed, Return.”

2. The parcels to be returned as undeliverable to the country of origin shall be marked to show the reason for nondelivery.

ARTICLE 10.

Payments.

1. The terminal quotas to be credited by the dispatching Office to the Office of destination are the following:

Payments.

I. By Iceland to the United States of America:

(a) Rate by weight:

70 gold centimes per kilogram, based on the bulk net weight of each dispatch.

This rate applies also to parcels for Alaska. The rate is reduced to 35 gold centimes per kilogram for parcels for Puerto Rico, the Virgin Islands, Guam, Samoa, and Hawaii.

(b) Rate by value: (in the case of insured parcels) in addition to the rate by weight:

10 gold centimes per parcel with insured value up to 500 gold francs.

II. By the United States of America to Iceland:

(a) Rate by weight:

Up to 1 kilogram.....	80 gold centimes
From 1 to 5 kilograms.....	125 gold centimes
From 5 to 10 kilograms.....	200 gold centimes
From 10 to 15 kilograms.....	350 gold centimes
From 15 to 20 kilograms.....	450 gold centimes

(b) Rate by value: (in the case of insured parcels) in addition to the rate by weight:

10 gold centimes per parcel with insured value up to 500 gold francs.

The terminal charges specified above may be reduced or increased on three months previous notice given by one Administration to the other. The reduction or increase shall hold good for at least one year.

2. The amounts to be allowed for parcels sent from one Administration to the other for onward transmission to a possession of either country or to a third country shall be fixed by the intermediate Administration.

ARTICLE 11.

Accounting.

Accounting.

1. Each Administration shall prepare quarterly an account showing the sums due for parcels sent by the other Administration.

2. These accounts accompanied by the parcel bills and, if any, copies of verification notes relating thereto shall be submitted to the examination of the corresponding Administration in the course of the month following the quarter to which they relate.

3. The verification and acceptance of the accounts must be effected as early as possible and the payment resulting from the balance must be made at the latest before the expiration of the following quarter.

4. Payment of the balances due on these accounts between the two Administrations shall be effected by means of drafts on New York, or in any other manner which may from time to time be agreed upon between the Chiefs of the Postal Administrations of the two contracting countries, the expenses attendant on the payment being at the charge of the indebted Administration.

ARTICLE 12.

Miscellaneous notifications.

Miscellaneous notifications.

The Administrations shall communicate to each other a summary of the provisions of their laws or regulations applicable to the parcels exchanged between the two contracting countries, and other items necessary for carrying out the exchange of parcels.

Entry into force and duration of Regulations.

These Regulations shall come into operation on the day on which the Parcel Post Agreement comes into force and shall have the same duration as the Agreement.

Signatures.

Done in duplicate and signed at Washington, the 31st day of October 1938 and at Reykjavik, the 11th. day of October 1938.

[SEAL]

JAMES A FARLEY

The Postmaster General of the United States of America.

[SEAL]

G. L. HLIÐDAL

The Director General of Posts of Iceland.

Approval by the President.

The foregoing Regulations for the Execution of the Parcel Post Agreement between the United States of America and Iceland have been negotiated and concluded with my advice and consent and are hereby approved and ratified.

In testimony whereof, I have caused the seal of the United States to be hereunto affixed.

[SEAL]

FRANKLIN D ROOSEVELT

By the President:

CORDELL HULL

Secretary of State.

WASHINGTON, November 10, 1938