

No. 20647

**SWEDEN
and
DEMOCRATIC REPUBLIC OF VIET NAM**

Agreement concerning postal and telecommunications services (with protocols). Signed at Hanoi on 20 December 1975

Authentic text: French.

Registered by Sweden on 14 December 1981.

**SUÈDE
et
RÉPUBLIQUE DÉMOCRATIQUE DU VIET NAM**

Accord concernant le service postal et le service des télécommunications (avec protocoles). Signé à Hanoi le 20 décembre 1975

Texte authentique : français.

Enregistré par la Suède le 14 décembre 1981.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ CONCERNING POSTAL AND TELECOMMUNICATION SERVICES BETWEEN THE GOVERNMENT OF THE KINGDOM OF SWEDEN AND THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF VIET NAM

The Government of the Kingdom of Sweden and the Government of the Democratic Republic of Viet Nam,

Desiring to strengthen postal and telecommunication relations and promote economic and cultural relations between the two countries in their common interest and on the basis of the principle of equality and mutual advantage,

Have agreed as follows:

Article 1. The Government of the Kingdom of Sweden and the Government of the Democratic Republic of Viet Nam have agreed to establish postal correspondence, parcel, telegraph and telephone services between the two countries.

Article 2. Each Contracting Party shall ensure the transit of postal correspondence, parcels, telegrams and telephone calls from the territory of the other Party to a third country or from a third country to the territory of the other Party.

Article 3. The two Contracting Parties undertake to take appropriate measures to ensure accuracy, speed and safety in the exchange of postal correspondence, parcels, telegrams and telephone calls between the two countries.

Article 4. With a view to strengthening postal and telecommunication relations between the two countries, the two postal and telecommunication administrations of the two Contracting Parties shall discuss procedures for co-operation in their international activities and shall provide each other, as far as is practicable, with scientific, technical and administrative documents relating to the postal and telecommunication service.

Article 5. The two Contracting Parties agree to use the gold franc of 100 centimes of a weight of 10/31 of a gram and of a fineness of 0.900 as the accounting unit between the two countries for postal and telecommunication services.

Article 6. The two Contracting Parties, as well as their postal and telecommunication administrations, shall use the French language in their correspondence with each other.

Article 7. Either Contracting Party may partially or completely suspend the provisions of this Agreement provided that it gives six months' advance notice, by diplomatic notes, to that effect to the other Party.

Article 8. With a view to the implementation of this Agreement, the two postal and telecommunication administrations of the two Contracting Parties shall conclude two Protocols establishing questions of detail, one for the exchange of postal services and the other for the exchange of telecommunication services, as well as procedures for the settlement of accounts.

The aforementioned Protocols shall form integral parts of this Agreement.

Article 9. This Agreement shall enter into force on the date of its signature and shall remain valid for an indefinite period.

¹ Came into force on 20 December 1975 by signature, in accordance with article 9.

DONE at Hanoi on 20 December 1975 in two original copies, in the French language, both texts being equally authentic.

For the Government
of the Kingdom of Sweden:

[Signed]

BO JOHN KJELLEN

For the Government
of the Democratic Republic
of Viet Nam:

[Signed]

NGUYỄN VĂN TÌNH

PROTOCOL CONCERNING POSTAL SERVICE BETWEEN THE DIRECTORATE-GENERAL OF POSTS OF SWEDEN AND THE DIRECTORATE-GENERAL OF POSTS AND TELECOMMUNICATIONS OF THE DEMOCRATIC REPUBLIC OF VIET NAM

In accordance with article 8 of the Agreement concerning Postal and Telecommunications Services between the Government of the Kingdom of Sweden and the Government of the Democratic Republic of Viet Nam, concluded on 20 December 1975 (hereinafter called "Sweden-Viet Nam Post and Telecommunications Agreement"), the Directorate-General of Posts of Sweden and the Directorate-General of Posts and Telecommunications of the Democratic Republic of Viet Nam have agreed to conclude this Protocol, which comprises the following provisions:

CHAPTER I. IMPLEMENTING PROVISIONS

SECTION I. POSTAL CORRESPONDENCE SERVICE

Article 1. ACCEPTABILITY OF POSTAL CORRESPONDENCE
ITEMS FOR EXCHANGE

1. The postal correspondence items referred to in article 1 of the Sweden-Viet Nam Post and Telecommunications Agreement, which are accepted for exchange between the two countries, shall be as follows:

- Letters;
- Postcards;
- Printed papers;
- Small packets;
- Literature for the blind.

The weight and size limits for the items mentioned above shall be those established in international practice.

2. The postal correspondence items listed above may be sent by air. They may be registered. Advices of delivery shall be accepted.

3. Postal correspondence items must not contain objects whose importation or circulation is not permitted under the internal laws of the country of destination.

Article 2. OFFICES OF EXCHANGE

The two Contracting Parties shall inform each other by letter of the names of their offices of exchange.

The two Parties shall notify each other promptly of any modification to or new establishment of offices of exchange.

Article 3. NOTICES

1. The two Contracting Parties shall inform each other of notices and documents relating to postal services between the two countries, including ways and means of delivery of mails, charges on postal correspondence items and lists of objects whose importation or circulation is prohibited in the country of destination.

2. The two Parties shall notify each other promptly of modifications made to the information specified in paragraph 1 above.

Article 4. EMPTY BAGS

The two Contracting Parties shall make arrangements for the prompt return of empty bags.

Article 5. SERVICE ITEMS AND FORMS

1. Service items relating to postal service exchanged between the two Parties, as well as between their offices of exchange, shall benefit from free postage. Such items must bear the inscription "POSTAL SERVICE".

2. Forms for the use of offices of exchange in their reciprocal relations shall conform to the current international model.

Article 6. EXCHANGE OF POSTAGE STAMPS

The two Contracting Parties shall exchange five copies of each series of newly issued postage stamps.

SECTION 2. PARCEL SERVICE

Article 7. ACCEPTABILITY OF PARCELS FOR EXCHANGE

1. The parcels referred to in article 1 of the Sweden-Viet Nam Post and Telecommunications Agreement shall be ordinary parcels up to a maximum weight of 10 kilograms and with the dimensions prescribed in international postal practice.

2. Each parcel shall be accompanied, at the time of posting, by a dispatch note and by the required number of copies of the customs declaration. The sender shall write on the back of the dispatch note what action should be taken with respect to the parcel in the event of non-delivery.

Article 8. SHARES OF PARCEL CHARGES

1. The shares of departure, arrival and transit charges for each parcel shall be established by each Party, which shall inform the other thereof in writing.

2. Additional charges shall be established in accordance with current international practice.

Article 9. PERIOD OF RETENTION OF PARCELS

The two Contracting Parties shall retain parcels for collection by the addressee, after notifying the latter of their arrival, for a period not exceeding one month from the day following the dispatch of the notice of arrival.

SECTION 3. RESPONSIBILITY

Article 10. DETERMINATION OF RESPONSIBILITY

1. Apart from cases of non-responsibility provided for in international postal practice, the Party which has caused the loss of registered items or the loss or theft of or damage to parcels shall bear responsibility for compensation.

2. The indemnity for the loss of a registered item shall be established in the amount specified by international regulations.

3. The indemnity for loss or theft of or damage to a parcel shall be calculated on the basis of the actual state of the parcel. However, it shall not exceed the maximum established in international practice.

4. The amount of the indemnity shall be paid as soon as possible and in any event within a period of six months from the day following the date of the claim.

5. In the event that it proves impossible to apportion responsibility, the amount of the indemnity shall be paid in equal shares by the two Parties.

6. In the event that one of the Parties has paid the amount of the indemnity on behalf of the other, the latter shall reimburse the former the sum which has been paid, within a period of four months from the date of dispatch of the notification of payment.

CHAPTER II. PROVISIONS CONCERNING THE SETTLEMENT OF ACCOUNTS

Article 11. METHOD OF PAYMENT

1. Arrangements for the calculation, preparation and acceptance of accounts for transit charges for closed surface mails, charges for air transport and parcels and the reimbursement of internal charges for mail received over and above the mail dispatched between the two countries shall be made in accordance with international postal practice.

2. The payment of sums due with respect to the aforementioned accounts shall be effected through a bank designated for that purpose by each Contracting Party, in the agreed currency and in accordance with the agreed method of payment.

CHAPTER III. FINAL PROVISIONS

Article 12. MODIFICATIONS, AMENDMENTS, DENUNCIATION

1. The two Contracting Parties may by common consent through an exchange of letters introduce modifications or amendments to this Protocol in order to reflect the development of postal relations between the two countries.

2. Each Contracting Party may partially or completely suspend the provisions of this Protocol by providing six months' advance notice of such suspension to the other Party.

3. Questions of detail with regard to use of the postal service between the two countries, which have not yet been the subject of an arrangement under this Protocol, shall be agreed between the two Parties through an exchange of letters.

Article 13. DURATION OF THE PROTOCOL

This Protocol shall enter into force on the date of its signature and shall remain valid for an indefinite period.

DONE at Hanoi on 20 December 1975 in two original copies, in the French language, both texts being equally authentic.

For the Directorate-General
of Posts of Sweden:

[Signed]

BO JOHN KJELLEN

For the Directorate-General of Posts and
Telecommunications of the Democratic
Republic of Viet Nam:

[Signed]

NGUYỄN VĂN TÌNH

PROTOCOL CONCERNING TELECOMMUNICATIONS SERVICE BETWEEN THE TELECOMMUNICATIONS ADMINISTRATION OF SWEDEN AND THE DIRECTORATE-GENERAL OF POSTS AND TELECOMMUNICATIONS OF THE DEMOCRATIC REPUBLIC OF VIET NAM

In accordance with article 8 of the Agreement concerning Postal and Telecommunications Services between the Government of the Kingdom of Sweden and the Government of the Democratic Republic of Viet Nam, concluded on 20 December 1975, the Telecommunications Administration of Sweden and the Directorate-General of Posts and Telecommunications of the Democratic Republic of Viet Nam have agreed to conclude this Protocol, which comprises the following provisions:

CHAPTER I. IMPLEMENTING PROVISIONS

SECTION 1. TELEGRAPH SERVICE

Article 1. ESTABLISHMENT OF TELEGRAPH LINKS

The two Contracting Parties agree to provide telegraph service between the two countries by means either of direct links or of an agreement between the countries concerned to route traffic through intermediate exchanges. Arrangements shall be made on the basis of an agreement between the two administrations.

Article 2. ACCEPTABILITY OF VARIOUS CATEGORIES OF TELEGRAMS FOR EXCHANGE

The two Contracting Parties shall establish by mutual consent rules governing the acceptability of the various categories of telegrams for exchange and the special services to be used.

Article 3. LANGUAGES IN WHICH TELEGRAMS ARE WRITTEN

1. Official telegrams may be written in uncoded or coded forms of any language.
2. Other telegrams may be written only in an uncoded form of the following languages: Swedish, Vietnamese, French, English, Russian, Chinese and Spanish.
3. Telegrams shall be written in Latin characters and Arabic numerals.
4. Service communications between the two Parties may be written in the French or English languages, in code or in abbreviations generally used in the international telegraph service.

Article 4. TELEGRAM CHARGES

1. Terminal charges by the word for telegrams exchanged between the two countries, as well as transit charges, shall be established by each Contracting Party, which shall inform the other thereof in writing.
2. Shared charges for the telegraph service shall be established by agreement between the two Parties and the other countries concerned, in accordance with current international practice.
3. Charges relating to telegrams which make use of special services shall be those applied in international practice.
4. Charges for telegrams exchanged by means of direct radio-telegraph links between the two countries shall be shared equally between the two Parties.

SECTION 2. TELEPHONE SERVICE

Article 5. ESTABLISHMENT OF TELEPHONE LINKS

The two Contracting Parties agree to provide telephone service between the two countries either by means of direct links or of an agreement between the countries concerned to route traffic through intermediate exchanges. Arrangements shall be made on the basis of an agreement between the two Administrations.

Article 6. ACCEPTABILITY OF VARIOUS CATEGORIES OF CALLS FOR EXCHANGE

The two Contracting Parties shall establish by mutual consent rules governing the acceptability of the various categories of calls for exchange and the special facilities to be used.

Article 7. CALL CHARGES

1. The telephone charge unit shall be the charge for an ordinary one-minute private call. The minimum charge for a call shall be equivalent to the charge for an ordinary three-minute private call.

2. The terminal charges for a one-minute call exchanged between the two countries, as well as the transit charges, shall be established by each Contracting Party, which shall inform the other thereof in writing.

3. Shared charges for the telephone service shall be established by agreement between the two Parties and the other countries concerned, in accordance with current international practice.

4. Charges relating to calls which make use of special facilities shall be those applied in international practice.

5. Charges for calls exchanged by means of direct radio-telephone links between the two countries shall be shared equally between the two Parties.

CHAPTER II. PROVISIONS CONCERNING THE SETTLEMENT OF ACCOUNTS

Article 8. METHOD OF PAYMENT

1. Accounts relating to the telecommunications service shall be prepared, audited and accepted monthly by the Parties concerned.

2. Every quarter, the two Parties shall pay the sums due through the country controlling the international exchange which provides the connection or, in the event that direct links are established, through a bank designated for that purpose by each Contracting Party, in the agreed currency and in accordance with the agreed method of payment.

CHAPTER III. FINAL PROVISIONS

Article 9. MODIFICATIONS, AMENDMENTS, DENUNCIATION

1. The two Contracting Parties may by mutual consent through an exchange of letters introduce modifications or amendments to this Protocol in order to reflect the development of telecommunications relations between the two countries.

2. Each Contracting Party may partially or completely suspend the provisions of this Protocol by providing six months' advance notice of such suspension to the other Party.

3. Questions of detail concerning the use of telecommunications service between the two countries, which have not yet been the subject of an arrangement under this Protocol, shall be agreed between the two Parties at the earliest opportunity.

Article 10. DURATION OF THE PROTOCOL

This Protocol shall enter into force on the date of its signature and shall remain valid for an indefinite period.

DONE at Hanoi on 20 December 1975 in two original copies, in the French language, both texts being equally authentic.

For the Swedish Telecommunications
Administration:

[Signed]

BO JOHN KJELLEN

For the Directorate-General of Posts and
Telecommunications of the Democratic
Republic of Viet Nam:

[Signed]

NGUYỄN VĂN TÌNH
