Postal Regulatory Commission
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BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES GLOBAL EXPEDITED PACKAGE SERVICES CONTRACTS NON-PUBLISHED RATES 10 (MC2016-97)	Docket No. CP2016-122

NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING MODIFICATION TO GLOBAL EXPEDITED PACKAGE SERVICES - NON-PUBLISHED RATES 10 CUSTOMER CONTRACT WITH SERIAL NUMBER ENDING: 0079
(June 26, 2017)

On December 9, 2016, in this docket, the United States Postal Service gave notice of filing, in the above-referenced docket, Global Expedited Package Services – Non-Published Rates 10 (GEPS NPR 10) customer agreements with serial numbers ending in 0077 to 0087.[1] This notice concerns the customer agreement with serial number NPR10-FY17-NOV16-N-T1-0079, an unredacted version of which was filed with the Commission under seal, as part of the Postal Service's December 9, 2016 filing in this docket.

Attached to this notice is Modification One, which the customer and the Postal Service have executed.[2] The modification revises Article 12 so that the agreement

[1] Customer Contract Filing Notice for Global Expedited Package Services – Non-Published Rates Serial Numbers Ending: 0077 to 0087, Docket No. CP2016-122, December 9, 2016.
[2] A redacted version of the modification is filed publicly as Attachment 1, while the unredacted version of the modification is filed under seal. With respect to the nonpublic version of the modification that is filed under seal, the Postal Service incorporates by reference the application for non-public treatment that was filed in conjunction with the Postal Service's March 15, 2016, notice in this docket. Request of the United States Postal Service to Add Global Expedited Package Services – Non-Published Rates 10 (GEPS – NPR 10) to the Competitive Products List and Notice of Filing GEPS – NPR 10 Model Contract and Application for Non-Public Treatment of Materials Filed Under Seal, Docket Nos. MC2016-97 and CP2016-122, March 15, 2016, at Attachment 1.

would remain in effect until June 30, 2017. A successor agreement is scheduled to go into effect on July 1, 2017.[3]

Respectfully submitted,

UNITED STATES POSTAL SERVICE
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June 26, 2017

[3] *See* United States Postal Service Response to Order No. 3954 concerning Effective Date of a Global Expedited Package Services 7 Negotiated Service Agreement, Docket No. CP2017-197, June 26, 2017.

MODIFICATION ONE TO THE GLOBAL CUSTOMIZED MAIL AGREEMENT BETWEEN THE UNITED STATES POSTAL SERVICE AND [redacted]

This Modification amends the Global Customized Mail Agreement ("Agreement") between [redacted] ("Mailer") with offices at [redacted] and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Mailer and signed by the USPS on November 30, 2016. The Mailer and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Modification is to replace Article 12 Term of the Agreement.

Article 12 Term of the Agreement shall now read as follows:

> **12. Term of the Agreement.** The USPS will notify the Mailer of the Effective Date of the Agreement as soon as possible, but no later than thirty (30) days, after receiving the signed Agreement from the Mailer. The Agreement shall remain in effect until 11:59 p.m. on June 30, 2017.

All other terms and conditions of the Agreement shall remain in force.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals from one or more internal and external bodies that have oversight responsibilities ("Conditions Precedent"). Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the USPS to provide the products or services contemplated under the Agreement, no obligation shall exist for the USPS and no benefit shall inure to either Party. In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Mailer prior to the Effective Date of this Modification. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual, special, indirect, incidental, punitive, consequential, or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or any costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Mailer acknowledges that the Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2016-122 Serial Number NPR10-FY17-NOV16-N-T1-0079). The Mailer authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Mailer further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, http://www.prc.gov. In addition, the USPS may be required to file information in connection with this instrument (including revenue, cost or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which the Agreement is in effect. Each ACR docket number has a distinct docket number, such as ACR201#, in which ACR201# signifies the USPS fiscal year to which the ACR pertains. The Mailer has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22 found on the Commission's website at http://prc.gov/Docs/63/63467/Order225.pdf.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

ON BEHALF OF THE UNITED STATES POSTAL SERVICE:

Signature: Donald W. Ross

Name: Donald W Ross

Title: Director of International Sales

Date 6-22-17

ON BEHALF OF [redacted]

Signature: [redacted]

Name: [redacted]

Title: [redacted]

Date: [redacted]