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 12 (MC2017-105)	Docket No. CP2017-152

NOTICE OF THE UNITED STATES POSTAL SERVICE OF TERMINATION OF GLOBAL EXPEDITED PACKAGE SERVICES - NON-PUBLISHED RATES 12 CUSTOMER CONTRACT WITH SERIAL NUMBER ENDING: 0165
(March 23, 2018)

On December 1, 2017, the United States Postal Service gave notice of filing, in the above-referenced docket, Global Expedited Package Services – Non-Published Rates 12 (GEPS NPR 12) customer agreements with serial numbers ending in 0155-0157 and 0159-0165.[1] This notice concerns the customer agreement with serial number NPR12-FY18-NOV17-N-T2-0165, an unredacted version of which was filed with the Commission under seal, as part of the Postal Service's December 1, 2017 filing in this docket.

In accordance with Commission Order No. 3865,[2] the Postal Service hereby advises that the termination date is March 31, 2018, for the customer agreement with the serial number NPR12-FY18-NOV17-N-T2-0165, as agreed to by the customer in Modification One to the contract. A redacted version of the modification is attached to this notice as Attachment 1, while the unredacted version of the

[1] Customer Contract Filing Notice for Global Expedited Package Services – Non-Published Rates 12 Serial Numbers Ending: 0155-0157 and 0159-0165, Docket No. CP2017-152, December 1, 2017.
[2] PRC Order No. 3865, Order Concerning the Addition of Global Expedited Package Services - Non-Published Rates Contract 12 (GEPS-NPR 12) to the Competitive Product List, Docket Nos. MC2017-105 and CP2017-152, April 20, 2017, at 8.

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 31, 2017, notice in this docket.[3]

Respectfully submitted,

UNITED STATES POSTAL SERVICE
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March 23, 2018

[3] Request of the United States Postal Service to Add Global Expedited Package Services - Non-Published Rates 12 (GEPS - NPR 12) to the Competitive Products List and Notice of Filing GEPS - NPR 12 Model Contract and Application for Non-Public Treatment of Materials Filed Under Seal, Docket Nos. MC2017-105 and CP2017-152, March 31, 2017, at Attachment 1.

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 by the USPS on November 28, 2017. 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 make the following change to 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 March 31, 2018.

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 (hereinafter "Conditions Precedent") from one or more internal and external bodies that have oversight responsibilities. 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 this Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2017-152 Serial Number NPR12-FY18-NOV17-N-T2-0165). 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 this Agreement is in effect. Each ACR docket has a distinct docket number, such as ACR201#, in which "201#" 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, http://www.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:

Name: Dennis R. Nicoski

Title: A/SVP Sales & Customer Relations

Date 3/19/18

ON BEHALF OF [redacted]

Signature:

Name:

Title:

Date: 03/14/18