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

COMPETITIVE PRODUCT PRICES GLOBAL PLUS 1D (CP2016-193) NEGOTIATED SERVICE AGREEMENT	Docket No. CP2017-257

NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING MODIFICATION FIVE TO A GLOBAL PLUS 1D NEGOTIATED SERVICE AGREEMENT
(January 6, 2020)

In Order No. 4048, the Postal Regulatory Commission (Commission) included the agreement in the docket number listed above (Agreement) within the Global Plus 1D (CP2016-193) product.[1] Attached to this notice is a Modification Five to the Agreement. The modification revises Articles 8 and 11 of the Agreement, extending the Agreement to June 30, 2020.

A redacted version of Modification Five is filed publicly as Attachment 1, while the unredacted version of the modification is filed under seal. With respect to the non-public version of Modification Five, the Postal Service hereby incorporates its Application for Non-Public Treatment filed in conjunction with its notice dated August 13, 2018, in this docket.[2]

[1] PRC Order No. 4048, Order Approving Additional Global Plus 1D Negotiated Service Agreements and Conditionally Approving Modifications, Docket No. CP2017-257, August 16, 2017, at 10, 12.
[2] Notice of the United States Postal Service of Filing Modification Two to a Global Plus 1D Negotiated Service Agreement, Docket No. CP2017-257, August 13, 2018, Attachment 3.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

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January 6, 2020

MODIFICATION FIVE TO THE GLOBAL PLUS 1 SERVICE AGREEMENT BETWEEN THE UNITED STATES POSTAL SERVICE AND [redacted]

This Modification amends the Global Plus 1 Service 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 July 31, 2017, as amended by Modification One, signed by the Mailer and by the USPS on August 23, 2017, as amended by Modification Two, signed by the Mailer on August 7, 2018 and by the USPS on August 10, 2018, as amended by Modification Three, signed by the Mailer on August 7, 2019, and by the USPS on August 16, 2019, and as amended by Modification Four, signed by the Mailer and by the USPS on September 12, 2019. 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 two changes to the Agreement.

First, Article 8(6) is replaced with the following:

> (6) Acknowledging that the United States expressed its unequivocal intention to rescind its notice of withdrawal from the Universal Postal Union by 11:59 p.m. on September 30, 2019, from February 1, 2020 to 11:59 p.m. on June 30, 2020, (a) For PMEI/PMI, the Mailer will pay postage according to Annex 4; (b) For CeP, the Mailer will pay postage according to Annex 5; (c) For IPA and ISAL, the Mailer will pay postage according to Annex 7.

Second, Article 11 is replaced with the following:

> 11. Term of the Agreement. (1) The USPS will notify the Mailer of the Effective Date of the Agreement within thirty (30) days after receiving the approval of the entities that have oversight responsibilities for the USPS. This Agreement shall remain in effect until 11:59 p.m. on June 30, 2020, subject to the Postage Prices set forth in Article 8, unless the Agreement is terminated sooner pursuant to Article 12, Article 24, or Article 34. (2) The USPS shall have no obligation to notify the Mailer of the status of the approval process or of potential fulfillment of the approval process. (3) The Mailer acknowledges that this Agreement is subject to regulatory oversight and such oversight might affect the Effective Date. (4) At the discretion of the USPS and subject to Article 28 Conditions Precedent, as well as official notification by the USPS to the Postal Regulatory Commission at least seven (7) days prior to the expiration date of this Agreement, the USPS may, prior to the expiration of this Agreement, provide notice to the Mailer in accordance with Article 26 that this Agreement has been extended for up to an additional three (3) months, with the option for the USPS to extend this Agreement for a second additional three (3) months, and the USPS reserves the right to adjust the duration of such extension, depending on the effective date, if any, of a successor agreement with the Mailer.

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 this Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2017-257). 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 in part 3007 of the regulations concerning the Commission in Title 39 of the Code of Federal Regulations.

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 International Sales
Date	12-24-2019

ON BEHALF OF [redacted]**:**

Signature:	[redacted]
Name:	
Title:	
Date:	December 23, 2019

Annex Number	Title of Annex	Dates in Effect					
		From August 20, 2017 to 11:59 p.m. on the day prior the Modification Two Effective	From the Modification Two Effective Date to 11:59 p.m. on January 19, 2019	From January 20, 2019 to 11:59 p.m. on September 30, 2019	If the United States expresses its unequivocal intention to rescind its notice of withdrawal from the Universal Postal Union by 11:59 p.m. on September 30, 2019, from 11:59 p.m. on September 30, 2019 to 11:59 p.m. on January 31, 2020,	If the United States does not express its unequivocal intention to rescind its notice of withdrawal from the Universal Postal Union by 11:59 p.m. on September 30, 2019, from 11:59 p.m. on September 30, 2019 to 11:59 p.m. on December 31, 2019	From February 1, 2020 to 11:59 p.m. on June 30, 2020
Annex 1	Prices for PMEI and PMI Tendered at a USPS International Service Center	X	X				
Annex 2	Prices for Commercial ePacket Service	X					
Annex 3	Percentage Discounts for IPA and ISAL	X					
Annex 4	Prices for PMEI and PMI Tendered at a USPS International Service Center			X	X		X
Annex 5	Prices for Commercial ePacket Service		X	X	X		X
Annex 6	Prices for IPA and ISAL		X				
Annex 7	Prices for IPA and ISAL			X	X		X
Annex 8	Prices for PMEI and PMI Tendered at a USPS International Service Center					X	
Annex 9	Prices for Commercial ePacket Service					X	
Annex 10	Prices for IPA and ISAL					X	