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

COMPETITIVE PRODUCT PRICES GLOBAL RESELLER EXPEDITED PACKAGE CONTRACTS 2 (MC2013-51 AND CP2013-64) NEGOTIATED SERVICE AGREEMENT	Docket No. CP2020-171

NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING MODIFICATION ONE TO GLOBAL RESELLER EXPEDITED PACKAGE 2 NEGOTIATED SERVICE AGREEMENT
(September 13, 2021)

In Order No. 5566, the Postal Regulatory Commission (Commission) included the agreement in the docket number listed above (Agreement) within the Global Reseller Expedited Package Services 2 (MC2013-51) product.[1] The Agreement is scheduled to expire on September 30, 2021.[2]

Attached to this notice, as Attachment 1, is a redacted version of Modification One to the Agreement. The modification revises the Preamble, Articles 2, 6, 7, 8, 11, and 28 of the Agreement, changes Article 11 so that the Agreement will remain in effect until September 30, 2022, and adds Annexes 1A, 2A, and 3A to the Agreement. In addition, this filing includes a redacted version of the certified statement required by 39 C.F.R. § 3035.105(c)(2) as Attachment 2, as well as redacted revised financial workpapers. The intended effective date of Modification One is October 1, 2021.

The United States Postal Service (Postal Service) is filing under seal Modification One, the certified statement, as well as revised supporting financial workpapers in

[1] PRC Order No. 5566, Order Approving Additional Global Reseller Expedited Package Services 2 Negotiated Service Agreements, Docket No. CP2020-171, June 25, 2020, at 6.
[2] Notice of the United States Postal Service of Extension of a Global Reseller Expedited Package 2 Negotiated Service Agreement, Docket No. CP2020-171, May 28, 2021.

separate Excel files for the contract that is the subject of this docket. With respect to the non-public versions of Modification One, the certified statement, and the revised supporting financial documents filed under seal, the Postal Service hereby incorporates its Application for Non-Public Treatment filed in conjunction with its notice dated June 11, 2020, in this docket.[3] In addition, the Postal Service recently provided notice to all foreign postal operators within the Universal Postal Union network through an International Bureau Circular issued on December 21, 2020, that the Postal Service will be regularly submitting certain business information to the Commission. Some UPU-designated foreign postal operators may have a proprietary interest in such information. The circular includes information on how third parties may address any confidentiality concerns with the Commission.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

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September 13, 2021

[3] Notice of United States Postal Service of Filing a Functionally Equivalent Global Reseller Expedited Package 2 Negotiated Service Agreement and Application for Non-Public Treatment of Materials Filed Under Seal, Docket No. CP2020-171, June 11, 2020, Attachment 4.

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

This Modification amends the Global Customized Mail Agreement ("Agreement") between ("Reseller"), with offices at , and the United States Postal Service ("USPS or the "Postal Service"), 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 Reseller and by the USPS on June 4, 2020. The Reseller 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 eight changes to the Agreement.

First, the first sentence of the Preamble shall now read as follows:

> This Agreement ("Agreement") is between ("Reseller"), with offices at , and the United States Postal Service ("USPS" or the "Postal Service"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998.

Second, the following paragraph (12) is added to Article 2.

> **(12)** "Modification One Effective Date" means the first date on which USPS is willing to accept Qualifying Mail in accordance with Modification One to this Agreement.

Third, the following paragraphs (a) and (b) are added to Article 6(1).

> (a) Until 11:59 p.m. on the day prior to the Modification One Effective Date, the Reseller will continue to pay postage according to Annex 1, Annex 2 and Annex 3. (b) From the Modification One Effective Date until the expiration date of this Agreement, the Reseller will pay postage according to Annex 1A, Annex 2A and Annex 3A attached hereto, subject to the terms and conditions of this Agreement, including Article 7.

Fourth, Article 7 is replaced with the following.

> **7. Postage Updates**

Fifth, Article 8(1) of the Agreement is replaced with the following.

> **(1)** The Reseller is required to meet an annualized minimum commitment of

Sixth, Article 11(1) of the Agreement is replaced with the following.

> **11. Term of the Agreement** (1) The USPS will notify the Reseller 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. In addition, the USPS will notify the Reseller of the Modification One Effective Date as soon as possible, but no later than 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 September 30, 2022, unless the Agreement is terminated sooner pursuant to Article 12, Article 13, or Article 35.

Seventh, Article 28(1) of the Agreement is replaced with the following.

> **28. Notices. (1)** All notices or demands to the Parties required by this Agreement shall be sufficient if delivered personally or mailed, by Priority Mail Express, to the USPS at Managing Director, Global Business and Vice President, United States Postal Service, 475 L'Enfant Plaza SW Room 5012, Washington, DC 20260-4016; or to the Reseller at [redacted] Or via e-mail to the USPS at icmusps@usps.gov; or to the Reseller at [redacted].

Eighth, Annexes 1A, 2A, and 3A attached to this Modification are added to the Agreement.

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 Reseller 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 Reseller acknowledges that this Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in docketed proceedings (CP2020-171). The Reseller 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 Reseller 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 Modification (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 ACR202#, in which "202#" signifies the USPS fiscal year to which the ACR pertains. The Reseller 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 3011 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 upon signature of both parties, and in the case of the Reseller, when both signatures are furnished below, on the latter of all dates accompanying the Parties' signatures.

ON BEHALF OF THE UNITED STATES POSTAL SERVICE:

Signature: Anthony J Gibson

Name: ˙n¨ ony ˙ Gibson

Title: Executive Director/A, Sales

Date 9/3/2021

ON BEHALF OF [redacted]

Signature: [redacted]

Name:

Title:

Date: 9/3/2021

ON BEHALF OF [redacted]

Signature: [redacted]

Name:

Title:

Date: 9/3/2021

ANNEX 1A	PMEI ANNEX – PRICES FOR PRIORITY MAIL EXPRESS INTERNATIONAL QUALIFYING MAIL
ANNEX 2A	PMI ANNEX – PRICES FOR PRIORITY MAIL INTERNATIONAL QUALIFYING MAIL
ANNEX 3A	FCPIS ANNEX – PRICES FOR FIRST-CLASS PACKAGE INTERNATIONAL SERVICE QUALIFYING MAIL

ANNEX 1A PMEI ANNEX – PRICES FOR PRIORITY MAIL EXPRESS INTERNATIONAL QUALIFYING MAIL

Postage prices for Priority Mail Express International Qualifying Mail items under this Agreement are as follows.

ANNEX 2A PMI ANNEX –
PRICES FOR PRIORITY MAIL INTERNATIONAL QUALIFYING MAIL

Postage prices for Priority Mail Qualifying Mail items under this Agreement are as follows.

[redacted]

ANNEX 3A FCPIS ANNEX –
PRICES FOR FIRST-CLASS PACKAGE INTERNATIONAL SERVICE QUALIFYING MAIL

Postage prices for First-Class Package International Service Qualifying Mail items under this Agreement are as follows.

Certification of Prices for the Global Reseller Expedited Package Contract with [redacted]

I, Karen Meehan, Manager, Director, International Pricing and Financial Reporting, United States Postal Service, am familiar with the prices for the Global Reseller Expedited Package Contract with [redacted] The prices contained in this Contract were established by the Decision of the Governors of the United States Postal Service on the Establishment of Prices and Classifications for Domestic Competitive Agreements, Outbound International Competitive Agreements, Inbound International Competitive Agreements, and Other Non-Published Competitive Rates, issued February 7, 2019 (Governors' Decision No. 19-1), which established prices by means of price floor formulas.

I hereby certify that the numerical cost values underlying the prices in the [redacted] contract are the appropriate costs to use in the formulas and represent the best available information. The prices, resulting in a cost coverage of in excess of the minimum required by the Governors' Decision are in compliance with 39 U.S.C § 3633 (a)(1), (2), and (3). The prices demonstrate that the Contract should cover its attributable costs and preclude the subsidization of competitive products by market dominant products. International competitive mail accounts for a relatively small percentage of the total contribution by all competitive products. Contribution from Global Reseller Expedited Package Contracts should be even smaller. The Agreement with [redacted] should not impair the ability of competitive products on the whole to cover an appropriate share of institutional costs.

Karen Meehan Digitally signed by Karen Meehan
Date: 2021.09.10 14:31:58 -04'00'

Karen Meehan