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 15 (MC2020-136)	Docket No. CP2020-145

NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING MODIFICATION ONE TERMINATING THE GLOBAL EXPEDITED PACKAGE SERVICES - NON-PUBLISHED RATES 15 CUSTOMER CONTRACT WITH SERIAL NUMBER ENDING: 0326
(September 23, 2021)

In Order No. 5558, the Postal Regulatory Commission (Commission) added the Global Expedited Package Services - Non-Published Rates Contract 15 (GEPS - NPR 15) product to the competitive product list and directed the United States Postal Service (Postal Service) to provide notice of changes to the termination date of any GEPS - NPR 15 contract.[1]

This notice concerns the GEPS - NPR 15 customer agreement with serial number NPR15-FY21-APR21-N-T0-0326 (Agreement), an unredacted version of which was filed with the Commission under seal, as part of the Postal Service's July 23, 2021 filing in this docket.[2]

The Postal Service hereby advises that the termination date for the customer agreement with serial number NPR15-FY21-APR21-N-T0-0326 is September 30, 2021, as agreed to by the customer in Modification One to the Agreement. A redacted version of Modification One is filed publicly as Attachment 1, while the unredacted version of the

[1] PRC Order No. 5558, Order Adding Global Expedited Package Services (GEPS) - Non-Published Rates 15 to the Competitive Product List, Docket Nos. MC2020-136 and CP2020-145, June 19, 2020, at 9-10.
[2] Customer Contract Filing Notice for Global Expedited Package Services – Non-Published Rates 15 Serial Numbers Ending: 0312, 0138 to 0332, and 0336, Docket No. CP2020-145, July 23, 2021.

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 notice of May 21, 2020, in this docket.[3] The application protects from disclosure the information that has been redacted from the modification that the Postal Service is filing today with this notice. 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.

Therefore, in accordance with Order No. 5558, the Postal Service hereby provides notice of the revised termination date of September 30, 2021, for the customer agreement with the serial number NPR15-FY21-APR21-N-T0-0326.

[3] Request of the United States Postal Service to Add Global Expedited Package Services – Non-Published Rates 15 (GEPS – NPR 15) to the Competitive Products List and Notice of Filing GEPS - NPR 15 Model Contract and Application for Non-Public Treatment of Materials Filed Under Seal, Docket Nos. MC2020-136 and CP2020-145, May 21, 2020, at Attachment 1.

Respectfully submitted,

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September 23, 2021

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" or "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 Mailer and by the USPS on July 13, 2021. 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 September 30, 2021, unless terminated sooner pursuant to Article 13, Article 14, or Article 34.

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 (CP2020-145 Serial Number NPR15-FY21-APR21-N-T0-0326). 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 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 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 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 on the latter of the two dates accompanying the Parties' signatures.

ON BEHALF OF THE UNITED STATES POSTAL SERVICE:

Signature: Anthony J Gibson

Name: Anthony J Gibson

Title: Executive Director/A, Sales

Date 9/15/21

ON BEHALF OF [redacted]

Signature:

Name:

Title:

Date: 9-13-2021