

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

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COMPETITIVE PRODUCT PRICES  
GLOBAL RESELLER EXPEDITED PACKAGE CONTRACTS  
(MC2010-21)  
NEGOTIATED SERVICE AGREEMENT

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Docket No.  
CP2010-36

**NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING  
MODIFICATION TO GLOBAL RESELLER EXPEDITED PACKAGE  
NEGOTIATED SERVICE AGREEMENT**  
(July 29, 2010)

In Order No. 445, the Commission completed its initial review of the Global Reseller Expedited Package Contract that is the subject of this docket.<sup>1</sup> Attached to this notice is a modification to that contract. The modification changes the terms of Article 6, Paragraphs 2 and 3 concerning Obligations of the Reseller. A redacted version 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 the modification which is filed under seal, the Postal Service hereby incorporates its Application for Non-Public Treatment, filed in conjunction with its March 29, 2010 notice in this docket.<sup>2</sup>

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<sup>1</sup> Order No. 445, Order Concerning Global Reseller Expedited Package Contracts Negotiated Service Agreement, Docket Nos. MC2010-21 and CP2010-36, April 22, 2010, at 9.

<sup>2</sup> Request of the United States Postal Service to Add Global Reseller Expedited Package Contracts to the Competitive Products List, and Notice of Filing (Under Seal) of Contract and Enabling Governors' Decision, Docket Nos. MC2010-21 and CP2010-36, March 29, 2010, Attachment 5.

Respectfully submitted,

UNITED STATES POSTAL SERVICE  
By its attorneys:

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July 29, 2010

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

[REDACTED]

This Modification amends the Global Customized Mail Agreement between [REDACTED] ("Reseller"), a corporation organized and existing under the laws of [REDACTED] with principal 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 Reseller on February 3, 2010, and by the USPS on February 4, 2010, pursuant to Article 13 of that Agreement. The Reseller and the USPS may be referred to individually as a "Party" and together as the "Parties."

The Reseller acknowledges that the Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2010-36). The Reseller authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding. 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>. 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 Postal Regulatory 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 purpose of this Modification is to change the terms of ARTICLE 6. OBLIGATIONS OF THE RESELLER, Paragraph 2 and Paragraph 3.

Article 6, Paragraph 2 shall now read as follows:

2. Payment Method. To pay postage to the USPS through the intermediary of one or more PC Postage Providers of the Reseller's choosing provided that the PC Postage Provider(s) is listed as approved in DMM 604.4.1.4, and capable of both (i) programming rates based on this instrument, and (ii) complying with USPS reporting requirements related to this Agreement.

Article 6, Paragraph 3 shall now read as follows:

3. Advance Notification. To provide, as provided for in Article 27,
  - a. The Manager, Customized Mail, USPS, with notification of the USPS-approved PC Postage Provider(s) the Reseller intends to use at least fifteen (15) days in advance of the first use of that PC Postage Provider(s) in connection with this Agreement.

- b. The Manager, Customized Mail, USPS, with notification of the Reseller's intent to add an additional PC Postage Provider(s), or to cease using a particular PC Postage Provider(s), at least fifteen (15) days in advance of the date of the intended change.
- c. The Manager, Customized Mail, USPS, with any and all relevant information required to identify a particular sender tendering Qualifying Mail to the USPS under the pricing terms of this Agreement as quickly as possible after the relevant information has been determined.

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.

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

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:**

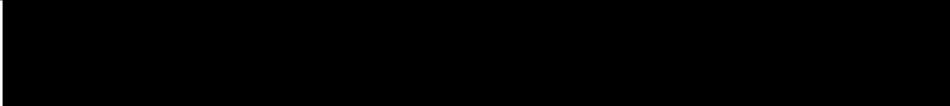
Signature: Frank A. Cebello

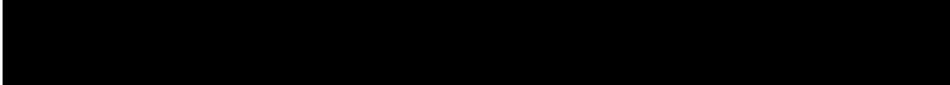
Name: Frank A. Cebello

Title: Executive Director, Global Business Management

Date: 7/27/10

**ON BEHALF OF**

Signature: 

Name: 

Title: 

Date: 7/27/10