Postal Regulatory Commission
Submitted 3/23/2012 4:09:05 PM
Filing ID: 81623
Accepted 3/23/2012

UNITED STATES
POSTAL SERVICE

March 23, 2012

Honorable Shoshana Grove
Secretary
Postal Regulatory Commission
901 New York Avenue, NW, Suite 200
Washington, DC 20268-0001

Dear Ms. Grove:

Pursuant to 39 U.S.C. § 407(d)(2), the U.S. Postal Service (Postal Service) is providing a copy of a standard revised EMS Operational Agreement concerning the exchange of EMS items between the United States Postal Service and Tong Post Limited. Also, enclosed is a list of the countries and territories to which the agreement has been sent. Currently, 42 operators have signed the agreement. The Postal Service submitted other signature pages to the Postal Regulatory Commission on the following dates: May 14, 2010; June 4, 2010; and September 7, 2010. The Postal Service will file agreements executed with other postal operators that are agencies of foreign governments after they are received, as well as copies of any agreements (or portions thereof) that differ from the standard template.

Please feel free to contact me if further information would be helpful.

Sincerely,

Anthony F. Alverno
Chief Counsel, Global Business &
Service Development

Enclosures

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WASHINGTON, DC 20260-1137
WWW.USPS.COM

Standard EMS Agreement on the International Exchange of EMS Items between Postal EMS Operators

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Preamble

The list of EMS operators published in the EMS Cooperative website (www.ems.coop) have adopted this Agreement and its Regulations as the basis for the exchange of EMS items between EMS operators in accordance with Letter Post Regulations – Section L – Article 14 – item 1.2. This Agreement for the exchange of EMS items accepted by all EMS Cooperative members and those non-members which are signatories to it, shall therefore normally form the legal basis for the exchange of EMS items between the signatories, without any further requirement (except as provided in Article 3 below).

Article 1 Purpose of the Agreement

The purpose of this Agreement is to establish terms and conditions, including detailed regulations which shall entirely govern the exchange of EMS items between the EMS Operators who have signed it (list of signatories published in the EMS Cooperative website (www.ems.coop).

Article 2 Definitions

As used herein the following terms shall have the indicated meanings:

A. "EMS items" means mail items as defined by Letter Post Regulations – Section L – Article 14 – item 1.2. An EMS item may contain documents or merchandise or both.

B. "EMS Operator" means the entity designated by an EMS Operator to provide EMS service. "Origin Operator" is used in the Agreement to designate an EMS operator which has tendered an item or dispatch to another operator for delivery. "Delivery Operator" is used in the Agreement to designate an EMS operator which has accepted an EMS item or dispatch from another operator for delivery.

C. "Convention" means the Universal Postal Convention adopted by the Congress of the Universal Postal Union from time to time.

D. "Regulations" means those Articles setting out procedures and other information relevant to the implementation of this Agreement by EMS Operators (i.e. Articles 101 to 147).

E. "Receptacle" means a bag, sack, container or other device in which EMS items are enclosed.

F. "Dispatch" means one or more receptacles containing EMS items tendered collectively by the Origin Operator to the Delivery Operator.

G. "Rugby System for International Inquiries" means the Internet based system used by EMS Cooperative members to make inquiries concerning the status of EMS items.

H. "EMS Pay-for-performance" means the Plan used by EMS Cooperative members to link quality of service with payment.

Article 3 Bilateral Agreements

A. Should any EMS operator which is a signatory to this agreement wish – for legal, regulatory or commercial reasons – to formally base the exchange of international EMS items on bilateral agreements/contracts with certain other signatories, it may do so provided that any such bilateral agreements are as far as possible in the standard form specified in attachment 2 to this Agreement in order to ensure that all international exchanges of EMS items between the signatories to this Agreement are entirely based on its Articles and Regulations.

B. Signatories to this Agreement should also – as far as possible – use the concise standard bilateral agreement specified in attachment 2 as the basis for the exchange of EMS items

with non-signatories to this agreement with the aim of maximizing the coverage of the standardized EMS service provided by the terms of this Agreement.

C. Any proposed bilateral agreements on EMS between signatories to this Agreement should be notified to the EMS Unit, which should be informed of any provisions of such agreements which are different from or additional to those included in this Agreement and its Regulations.

Article 4 Revision of the Agreement

A. The EMS Cooperative, being the structure charged initially by 1999 Beijing Congress Resolution C 83 "*to assume full competence for all operational, commercial, technical and economic matters concerning EMS*", and confirmed by 2004 Bucharest Congress Resolution C 61, may make additions or amendments to this Agreement and its Regulations through its annual General Assembly or in other ways which may be prescribed in the Statutes of the EMS Cooperative.

B. Such changes shall normally become effective on the first day of the calendar year following their adoption by the Cooperative.

C. Any signatory to this Agreement which finds that it is unable to implement or to comply with the amended Agreement may withdraw from the date of the implementation of the changes. Advance notice of its intention to withdraw from the Agreement should normally be provided by the operator concerned to the EMS Unit at least one month beforehand.

Article 5 Eligibility

Any EMS Operator which provides an inward and/or outward international EMS service shall be eligible to be a Signatory to this Agreement provided that it fulfils the following requirements:

i. In the case of an EMS operator providing an outward international EMS service, use of the UPU's standard EMS identifier and barcode and the EMS logo on all its outward EMS items.

ii. Provision to the EMS Unit and maintenance of an up-to-date entry for the EMS Operational Guide.

iii. Possession and continuous operation of an EMS tracking system (for all EMS operators receiving annual delivery traffic in excess of 5,000 items) OR undertaking to implement such a system within a specified period to be agreed with the EMS Cooperative.

Article 6 EMS Operators' responsibilities

Both Origin and Delivery Operators shall faithfully perform each of the tasks assigned to them in the Agreement and its Regulations.

Article 7 EMS Operational Guide

A. All EMS Operators shall regularly furnish and keep up to date all information required by the EMS Unit for their entries in the EMS Operational Guide.

B. The EMS Unit shall regularly provide a copy of the EMS Operational Guide to all Cooperative members and other EMS Operators, and shall also make the Guide available on its website to members free of charge.

Article 8 Service standards

A. Delivery Operators shall establish a scheduled pattern of service for inward EMS items, on the basis of delivery zones and location indicators (as defined in Article 123 of the Regulations) and shall publish EMS Delivery Standards for incoming EMS dispatches in the EMS Operational Guide for each of its designated EMS Offices of Exchange.

B. The pattern of service established by Delivery Operators, and the associated Delivery Standards published in the EMS Operational Guide, are to be considered as a minimum and the Delivery Operator will endeavour to improve them whenever possible.

C. Updated standards shall be regularly submitted by the Delivery Operator to the EMS Unit of the International Bureau for publication in the EMS Operational Guide.

Article 9 (omitted)

Article 10 Prohibitions

A. The parties acknowledge that, in accordance with Article RL 251 of the UPU Letter Post Regulations, to which their countries are parties, certain provisions of the UPU Convention concerning prohibitions provide limitations on the insertion of articles in EMS items.

B. Each Delivery Operator shall communicate to the International Bureau of the UPU for publication in the UPU List of Prohibited Articles, IB circulars, or the EMS Operational Guide necessary information concerning Customs or other regulations affecting inward EMS items as well as prohibitions or restrictions governing entry of postal items in its service.

C. Origin Operators should inform customers of prohibitions applicable to the insertion of articles in EMS items as provided for by the UPU Convention and List of Prohibited Articles, and by the legislation of the country of origin and of countries of destination.

D. Origin operators shall inform EMS customers that it is prohibited to enclose coins, bank-notes, currency notes or securities of any kind payable to the bearer, traveler's cheques, platinum, gold or silver, precious stones, jewels or other valuable articles in uninsured EMS items. Radioactive materials, perishable biological substances and infectious substances defined in the UPU Convention shall not be admitted in the EMS service.

Article 11 Limits of weight and size

A. EMS items shall be admitted up to a maximum weight of 30 kg. In addition, EMS items shall not normally exceed 1.50 metres for any one dimension or 3 metres for the sum of the length and the greatest circumference measured in a direction other than length.

B. The exchange of EMS items whose individual weight exceeds 30 kg shall be optional, at the discretion of delivery operators, with a maximum weight of 50 kg.

C. Any Delivery Operator which does not apply the standards in Article 11A or which is willing to accept oversize items, or overweight items as provided for in Article 11B, shall notify the EMS Unit of the International Bureau of the UPU, for publication in the EMS Operational Guide, the size and weight limits it applies for inbound EMS items.

Article 12 Treatment of items wrongly accepted

A. When an item containing an article prohibited under Article 10 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the operator establishing its presence.

B. When the weight or the dimensions of an item exceed the limits defined in Article 11 and the regulations of the Delivery Operator do not permit delivery, it shall be treated as an undeliverable item and the procedures specified in Article 120 of the Regulations shall be applied. If however, the regulations of the Delivery Operator do permit the delivery of EMS items exceeding the weight or size limits defined in Article 11, the item should be delivered to the addressee. In such cases the Delivery Operator shall be entitled to claim a supplementary charge, the amount of which shall be published in the EMS Operational Guide, which shall not exceed 50% of its normal delivery payment rate.

C. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the Origin Operator shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment. The E2 Verification Note (annex 2 of the Regulations) may be used for this purpose. Additional charges incurred by the Delivery Operator in the treatment of such items shall be at the cost of the Origin Operator.

Article 13 Items arriving out of course and to be redirected

A. EMS items arriving out of course shall be redirected to their final destination by the same route as is used by the transit operator to send its own items. The transport costs shall be reimbursed by the Origin Operator in accordance with the Regulations.

B. For forwarding items misdirected to the Delivery Operator by the Origin Operator, the Origin Operator will pay the Delivery Operator the cost of transportation.

C. Neither the Delivery Operator nor the Origin Operator is responsible for the cost of returning items sent in error by the sender, or items misdirected by the sender to the addressee. Any cost associated with return shall normally be the responsibility of the sender unless the addressee opts to pay for the return of the item.

Article 14 Undeliverable items

Undeliverable items shall be treated by Delivery Operators in accordance with Article 120 of the Regulations and disposed of accordingly.

Article 15 Inquiries

A. Delivery Operators shall make suitable arrangements for the prompt treatment of inquiries from Origin Operators, senders or addressees relating to inward EMS items in accordance with Article 136 of the Regulations.

B. Inquiries shall be accepted only within a period of four (4) months from the date on which the item was posted.

C. This article does not authorize routine requests for confirmation of delivery.

Article 16 Reporting requirements

A. All Delivery Operators which have tracking systems will record in electronic form and transmit to the Origin Operator via the GXS or POST*Net networks the tracking event data specified in the Regulations at the required times.

B. EMS Operators will be required to make event data transmitted available to a third party designated by the EMS Cooperative for the purpose of monitoring quality of service performance and the quality of the event data itself.

C. All EMS Operators shall agree to receive all tracking event messages transmitted to them by all other parties to this Agreement.

D. The format and message syntax to be used in the exchange of EMS event data between operators shall be those specified in the Article 132 (132.1 to 132.8)

Article 17 Quality control and improvement

A. All EMS Operators shall make every possible effort to improve their achievement of service standards, including maintaining a programme of quality control.

B. Delivery Operators shall cooperate with Origin Operators when they conduct quality control testing of the service being rendered by the Delivery Operator.

C. All parties to this Agreement are jointly committed to ensure that the service levels required are provided in accordance with the terms and conditions of the Agreement and its Regulations. Furthermore, the parties are committed to develop the service jointly where possible with the goal of improving the quality of service, reducing costs incurred in providing the service and any other process improvements to the mutual benefit of the parties.

Article 18 Delivery payment systems and rates

A. Terminal Dues as defined in the Universal Postal Convention shall not apply to EMS items.

B. Each Delivery Operator shall establish a delivery payment system and shall publish a unique rate for EMS items which shall correspond to the costs of the service. These rates shall be notified to the EMS Unit for publication in the EMS Operational Guide.

C. Each Delivery Operator may vary its delivery payment rate or rates when such a variation is necessary owing to a change in the cost of services..

D. Any such changes in delivery payment rates or systems may only be implemented by Delivery Operators under the following conditions:

   i. Any proposed increase must be notified to the EMS Unit before 31 August in the year preceding its introduction, so that the EMS Unit may notify operators of all such changes by 30 September.

   ii. Higher rates or new payment systems may only be implemented on the first day of the year (1 January) following their timely notification to the EMS Unit.

   iii. Any proposed decrease can be notified to the EMS Unit at any time and will be introduced the first day of the calendar quarter following notification.

Article 19 Accounting and settlement

All EMS Operators shall give preference to apply the accounting rules and procedures for inter-operator settlements prescribed in the EMS Pay-for-performance Plan (Article 141) and published in the EMS Cooperative website (www.ems.coop).

In the case that the Pay-for-performance can not be applied, EMS Operators shall apply the accounting rules and procedures for inter-operator settlements prescribed in Articles 142 and 143.

Article 20 Charges and fees to be collected from the addressee

A. Each Delivery Operator shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and to charge for the collection of such fees. Delivery Operators shall indicate what kind of charges they will collect from addressees prior to the conclusion of this Agreement. Any standard non-postal fees or postal charges for collection should be notified in the EMS Operational Guide.

B. EMS Operators may collect only the rates, charges, and fees provided for under this Agreement and published in the EMS Operational Guide.

Article 21 Protection of EMS items

A. The Delivery Operator must protect and safeguard EMS items from loss, depredation, or damage while they are in its custody or control. The Delivery Operator must prevent unauthorized persons from having access to EMS items. The Delivery Operator must transport EMS items on the ground and in the air in securely closed containers, or vehicles.

B. The Delivery Operator shall, except as otherwise specifically required by law, preserve the secrecy of correspondence contained in EMS items.

C. The Delivery Operator shall not disclose or use, except in the performance of this Agreement or as required by law, the name or address of any EMS sender or addressee obtained in the performance of this Agreement without the written approval of the Origin Operator.

Article 22 Delivery irregularities

Except as otherwise provided in this Agreement, the following actions or failures to act by the Delivery Operator are irregularities under this Agreement:

i. Refusal

Refusal or failure to accept EMS items as specified in this Agreement.

ii. Misdirection

Misdirecting an EMS item to a destination other than the destination to which it is addressed, unless the misdirection is the result of following directions placed on a receptacle by the Origin Operator.

iii. Delayed delivery

Failure to tender EMS items to the addressee for delivery in accordance with the measurable service standards defined in the EMS Operational Guide, and validated by the EMS Cooperative.

iv. Failure to protect

Failure to protect and safeguard EMS items from depredation or other hazards while in the Delivery Operator's custody or control. This includes failure to prevent unauthorized persons from having access to EMS items, and failure to transport EMS items on the ground or in the air in securely closed containers, or other vehicles.

v. Failure to report

Failure to transmit tracking or delivery status data as required by Article 16 of this Agreement and Articles 121 and 133 of the Regulations unless it is impossible to transmit for reasons outside the control of the Delivery Operator.

vi. Failure to respond

Failure to respond to inquiries from Origin Operators within the period of time specified in Article 136 of the Regulations.

vii. Failure to return

Failure to promptly return undeliverable items within 3 days after the expiry of the holding period as specified in Article 120 of the Regulations.

Article 23 Subcontracting

A. The Delivery Operator may subcontract work associated with customs clearance, transport or delivery of EMS items provided that the terms and conditions of this Agreement and its Regulations are fully observed and fulfilled.

B. Payment of any subcontractor shall be the sole responsibility of the Delivery Operator.

Article 24 Emergencies

Nothing herein shall prohibit the Delivery Operator from taking temporary measures to maintain service in emergencies. In such circumstances notification of the nature of the emergency liable to disrupt EMS service and details of any material measures taken by the Delivery Operator must be notified by telephone, e-mail or fax to the EMS Unit within 24 hours of such action being taken. The probable duration of the emergency should also be advised where possible. The same procedure shall be applied when the suspended EMS services are resumed after the conclusion of the emergency.

Article 25 Suspension of Agreement

A. If a Delivery Operator is unable to perform this Agreement in whole or in part, for reasons beyond its control, such as acts of God, force majeure, acts of governments or governmental agencies (does not include disputes between the Delivery Operator and airport authorities or noise abatement restrictions), the Agreement may be suspended by the Delivery Operator, in whole or in part, for such reasonable time as it takes for service to be restored. Any other article of this Agreement notwithstanding, an Origin Operator may obtain alternative services from a third party during periods when a Delivery Operator is unable to perform this Agreement (see also C below).

B. Any Delivery Operator suspending the Agreement in such circumstances must inform other EMS operators concerned and the EMS Unit of such suspension and of the resumption of service within 24 hours of such action being taken. Notification should be by telephone, e-mail or fax.

C. An Origin Operator may also at any time obtain alternative services from a third party when – in the opinion of the Origin Operator – a Delivery Operator is incapable of providing an acceptable EMS delivery service, either as a result of inadequate published standards or pattern of service, or of delivery irregularities as specified in Article 22 above. In such cases an Origin Operator shall immediately inform the EMS Unit, and the Delivery Operator, of the action taken and of the reasons for it, so that the EMS Board may consider whether action under Article 32 of the Agreement is required.

Article 26 Application of the UPU Convention

The Parties acknowledge that, in accordance with Article RL 251 of the UPU Letter Post Regulations, to which their countries are parties, aspects of EMS not expressly governed by this Agreement or its regulations are subject to the appropriate provisions of the Acts of the Universal Postal Union.

Article 27 Detailed Regulations

Details of implementation of this Agreement shall be governed by its Regulations.

Article 28 Additional rules and regulations

Each EMS operator is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Regulations.

Article 29 Entire Agreement

This Agreement shall constitute the entire Agreement between the parties for the provision of this service. Any prior understanding or representation between signatories to this Agreement, which precedes the date of this Agreement and concerns the provision of this service (to include any commercial law agreements between the parties, but not any agreements purporting to be executed under international law) shall not be binding upon either party except to the extent incorporated in this Agreement.

Article 30 Arbitration

Any dispute which arises between signatory EMS Operators concerning the interpretation or application of this Agreement and its Regulations which cannot be resolved by the Operators concerned to their mutual satisfaction shall be settled by arbitration. The arbitrators shall be two nominated members of the EMS Cooperative Board (excluding any Board member whose EMS Operator may be a party to the dispute) and the Manager of the EMS Unit, assisted by the Legal

Advisor to the EMS Cooperative/or the Legal Advisor to the UPU in an advisory capacity (non-voting).

Article 31 Entry into force and duration

This Agreement shall enter into force on the date mutually agreed upon by the EMS Operators, after it is signed by the authorized representatives of the Operators.

Any EMS Operator may withdraw from the Agreement by providing 6 months' notice to the EMS Unit.

Article 32 Failure to comply with Agreement

A. Operators which have signed this Agreement, but which subsequently fail to meet the eligibility criteria set out in Article 5 within the time limits specified – or which have ceased for a period of at least three (3) months to meet these criteria – will be asked by the EMS Unit to provide reasons for this failure and a guarantee to remedy the deficiencies identified within a specified time-span (not exceeding two (2) months).

B. Delivery Operators which are consistently responsible for irregularities as specified in Article 22 of the Agreement may also be required by the EMS Unit to explain the reasons for such failures.

C. The case of any operator failing to comply with the terms of the Agreement with regard to eligibility (A above), or responsible for repeated irregularities (B above), shall be drawn to the attention of the EMS Cooperative Board by the EMS Unit for consideration at its next meeting.

D. In such cases the Board shall decide:

   i. whether the operator in question should continue to be considered an eligible signatory to the Agreement;

   ii. that, where appropriate, a solicitation should be launched by the EMS Cooperative to find an EMS delivery partner which will be able to provide the facilities and standards of service required.

Article 33 Nature of Agreement

Both signatories acknowledge that this instrument sets out the terms and conditions of a mail exchange arrangement and is not an agreement entered into or subject to international law. This Agreement is only binding on the signatories and it is not binding on their governments.

Article 34 Notice Concerning U.S. Postal Service Regulatory Filings

The Parties acknowledge that as part of ongoing legal transparency or data filing requirements, or as part of any requirements to secure regulatory approval of this Agreement, the Agreement and any supporting documentation related to it may be filed with the U.S. Postal Regulatory Commission ("Commission"), which may establish a docketed proceeding in certain contexts for consideration of the Agreement or information related to the Agreement. The Party executing this agreement other than the U.S. Postal Service (hereinafter the "counterparty") authorizes the U.S. Postal Service to determine the scope of information that must be made publicly available under U.S. law in any Commission docketed proceeding. The counterparty further understands that any unredacted portion of the Agreement or supporting information will be available on the Commission's public website, www.prc.gov. In addition, the U.S. Postal Service may file information in connection with this instrument (including revenue, cost, or volume data) in other Commission dockets. The counterparty 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 on the Commission's website: www.prc.gov/Docs/63/63467/Order225.pdf. At the request of the counterparty, the U.S. Postal Service will notify the counterparty of any docket number of the Commission proceeding if one is assigned.

Attachment 1 – Removed

Attachment 2

The undersigned EMS operators A and B hereby undertake to adopt the Standard EMS Agreement and its Regulations as the basis for the exchange of EMS items between EMS operators in accordance with Letter Post Regulations – Section L – Article 14 of the Universal Postal Convention (Bucharest 2004).

However, as provided in Article 3 of the Agreement, the EMS operator intends to formally base the exchange of international EMS items with other signatories (and non-signatories) on bilateral agreements/contracts, which shall be – as far as possible – in the standard form specified in articles below. Any such bilateral agreements should be notified to the EMS Unit (see table below), as specified in article 3C of the Agreement.

Article 1: Purpose of the Agreement

The purpose of the agreement is to establish mutually agreed terms and conditions for the exchange of EMS items between the undersigned EMS operators of A and B for the exchange of EMS items.

Article 2: Operation of the EMS service

The exchange of EMS items between the contracting parties to this Agreement shall take place under the terms of the EMS Cooperative's Standard EMS Agreement and its Regulations, as adopted and amended from time to time by the EMS Cooperative. The contracting parties agree to implement EMS service between them on the basis of the conditions established by the Articles and Regulations of that Agreement, and to apply the standards set out or referred to in that Agreement.

Article 3: Special conditions

The contracting parties agree that they will not introduce into the EMS service between them any bilateral variations or additions to the terms of the Standard EMS Agreement without the endorsement of the Cooperative.

Article 4: Entry into force and duration

This Agreement shall enter into force on the date mutually agreed upon by the undersigned EMS Operators A and B and shall remain in force until further notice.

Table: Differences applied and article references

Please, indicate below which articles in the EMS Standard Agreement are reference base for the bilateral agreement and also add the description language on the bilateral change agreed:

Article reference in the EMS Standard Agreement	Description of agreed change related to the EMS Standard Agreement to be applied on bilateral basis between the EMS Operators A and B signatories of the EMS Standard Agreement
9	This Article and all related Regulations concerning liability do not apply.
10 A	The parties acknowledge that, in accordance with Article RL 251 of the UPU Letter Post Regulations, to which their countries are parties, certain provisions of the UPU Convention concerning prohibitions provide limitations on the insertion of articles in EMS items.
18 B	Each Delivery Operator shall establish a delivery payment system and shall publish a unique rate for EMS items which shall correspond to the costs of the service. These rates shall be notified to the EMS Unit for publication in the EMS Operational Guide.
18 C	Each Delivery Operator may vary its delivery payment rate or rates when such a variation is necessary owing to a change in the cost of services.
26	The Parties acknowledge that, in accordance with Article RL 251 of the UPU Letter Post Regulations, to which their countries are parties, aspects of EMS not expressly governed by this Agreement or its regulations are subject to the appropriate provisions of the Acts of the Universal Postal Union.
29	This Agreement shall constitute the entire Agreement between the parties for the provision of this service. Any prior understanding or representation between signatories to this Agreement, which precedes the date of this Agreement and concerns the provision of this service (to include any commercial law agreements between the parties, but not any agreements purporting to be executed under international law) shall not be binding upon either party except to the extent incorporated in this Agreement.
33	Add Article 33: Both signatories acknowledge that this instrument sets out the terms and conditions of a mail exchange arrangement and is not an agreement entered into or subject to international law. This Agreement is only binding on the signatories and it is not binding on their governments.
34	Add Article 34: The Parties acknowledge that as part of ongoing legal transparency or data filing requirements, or as part of any requirements to secure regulatory approval of this Agreement, the Agreement and any supporting documentation related to it may be filed with the U.S. Postal Regulatory Commission ("Commission"), which may establish a docketed proceeding in certain contexts for consideration of the Agreement or information related to the Agreement. The Party executing this agreement other than the U.S. Postal Service (hereinafter the "counterparty") authorizes the U.S. Postal Service to determine the scope of information that must be made publicly available under U.S. law in any Commission docketed proceeding. The counterparty further understands that any unredacted portion of the Agreement or supporting information will be available on the Commission's public website, www.prc.gov. In addition, the U.S. Postal Service may file information in connection with this instrument (including revenue, cost, or volume data) in other Commission dockets. The counterparty 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 on the Commission's website: www.prc.gov/Docs/63/63467/Order225.pdf. At the request of the counterparty, the U.S. Postal Service will notify the counterparty of any docket number of the Commission proceeding if one is assigned.

EMS Standard Agreement – Bilateral Agreement Signatory Page

EMS Operators entering the Agreement:

A. EMS Operator	United States Postal Service
Signature of authorised official:	Lea Emerson
Title:	Executive Director, International Postal Affairs
Date:	April 19, 2011
B. EMS Operator:	TONG POST LIMITED
Signature of authorised official	Lusearne Q 'Aho
Title	CHIEF EXECUTIVE OFFICER
Date	1 JULY, 2011

Date of Application

Please, indicate below the date for your application of the EMS Standard Agreement:

Day	Month	Year
01	07	2011

No.	EMS Operator	ISO	Operator Code	Region
1	Afghanistan	AF	AFG	Asia Pacific
2	Albania	AL	ALA	Europe
3	Algeria	DZ	DZA	Arab
4	Angola	AO	AOA	Africa
5	Anguilla	AI	A18	Caribbean
6	Antigua and Barbuda	AG	AGA	Caribbean
7	Argentina	AR	ARA	Latin America
8	Armenia	AM	AMA	Europe
9	Aruba	AW	AWA	Caribbean
10	Australia	AU	AUA	Asia Pacific
11	Azerbaijan	AZ	AZA	Europe
12	Bahamas	BS	BSA	Caribbean
13	Bahrain	BH	BHA	Arab
14	Bangladesh	BD	BDA	Asia Pacific
15	Barbados	BB	BBA	Caribbean
16	Belarus	BY	BYA	Europe
17	Belgium	BE	BEA	Europe
18	Belize	BZ	BZA	Caribbean
19	Benin	BJ	BJA	Africa
20	Bermuda	BM	BMA	Caribbean
21	Bhutan	BT	BTA	Asia Pacific
22	Bolivia	BO	BOA	Latin America
23	Bosnia and Herzegovina	BA	BAA	Europe
24	Botswana	BW	BWA	Africa
25	Brazil	BR	BRA	Latin America
26	Brunei Darussalam	BN	BNA	Asia Pacific
27	Bulgaria (Rep.)	BG	BGA	Europe
28	Burkina Faso	BF	BFA	Africa
29	Burundi	BI	BIA	Africa
30	Cambodia	KH	KHA	Asia Pacific
31	Cameroon	CM	CMA	Africa
32	Canada	CA	CAA	North America
33	Cape Verde	CV	CVA	Africa
34	Cayman Islands	KY	KYA	Caribbean
35	Central African Rep.	CF	CFA	Africa
36	Chad	TD	TDA	Africa
37	Chile	CL	CLA	Latin America
38	China (People's Rep.)	CN	CNA	Asia Pacific
39	Colombia	CO	COA	Latin America
40	Comoros	KM	KMA	Africa
41	Congo (Rep.)	CG	CGA	Africa
42	Costa Rica	CR	CRA	Latin America
43	Cote D'Ivoire (Rep.)	CI	CIA	Africa
44	Croatia	HR	HRA	Europe
45	Cyprus	CY	CYA	Europe
46	Czech Rep.	CZ	CZA	Europe
47	Democratic Republic of the Congo	CD	CDA	Africa
48	Djibouti	DJ	DJA	Arab
49	Dominica	DM	DMA	Caribbean
50	Dominican Republic	DO	DOA	Latin America
51	Ecuador	EC	ECA	Latin America
52	Egypt	EG	EGA	Arab
53	El Salvador	SV	SVA	Latin America
54	Equatorial Guinea	GQ	GQA	Africa
55	Eritrea	ER	ERA	Africa
56	Estonia	EE	EEA	Europe

No.	EMS Operator	ISO	Operator Code	Region
57	Ethiopia	ET	ETA	Africa
58	Falkland Islands (Malvinas)	FK		Latin America
59	Fiji	FJ	FJA	Asia Pacific
60	Finland (Including the Aland Islands)	FI	FIA	Europe
61	France	FR	FRD	Europe
62	French Polynesia	PF	PFA	Asia Pacific
63	Gabon	GA	GAA	Africa
64	Gambia	GM	GMA	Africa
65	Georgia	GE	GEA	Europe
66	Ghana	GH	GHA	Africa
67	Gibraltar	GI	GIB	Europe
68	Great Britain	GB	GBA	Europe
69	Greece	GR	GRA	Europe
70	Grenada	GD	GDA	Caribbean
71	Guatemala	GT	GTA	Latin America
72	Guinea	GN	GNA	Africa
73	Guinea-Bissau	GW	GWA	Africa
74	Guyana	GY	GYA	Caribbean
75	Haiti	HT	HTA	Caribbean
76	Honduras (Rep.)	HN	HNA	Latin America
77	Hong Kong, China	HK	HKA	Asia Pacific
78	Hungary (Rep.)	HU	HUA	Europe
79	Iceland	IS	ISA	Europe
80	India	IN	INA	Asia Pacific
81	Indonesia	ID	IDA	Asia Pacific
82	Iraq	IQ	IQA	Arab
83	Ireland	IE	IEA	Europe
84	Israel	IL	ILA	Europe
85	Italy	IT	ITA	Europe
86	Jamaica	JM	JMA	Caribbean
87	Japan	JP	JPA	Asia Pacific
88	Jordan	JO	JOA	Arab
89	Kazakhstan	KZ	KZA	Europe
90	Kenya	KE	KEA	Africa
91	Kiribati	KI	KIA	Asia Pacific
92	Korea (Rep.)	KR	KRA	Asia Pacific
93	Kosovo - UNMIK	XZ	XZA	Europe
94	Kuwait	KW	KWA	Arab
95	Kyrgyzstan	KG	KGA	Europe
96	Lao People's Dem. Rep.	LA	LAA	Asia Pacific
97	Latvia	LV	LVA	Europe
98	Lebanon	LB	LBA	Arab
99	Lesotho	LS	LSA	Africa
100	Liberia	LR	LRA	Africa
101	Libyan Jamahiriya	LY	LYA	Arab
102	Liechtenstein	LI		Europe
103	Lithuania	LT	LTA	Europe
104	Luxembourg	LU	LUA	Europe
105	Macao, China	MO	MOA	Asia Pacific
106	Madagascar	MG	MGA	Africa
107	Malawi	MW	MWA	Africa
108	Malaysia	MY	MYA	Asia Pacific
109	Maldives	MV	MVA	Asia Pacific
110	Mali	ML	MLA	Africa
111	Malta	MT	MTA	Europe
112	Mauritania	MR	MRA	Arab

No.	EMS Operator	ISO	Operator Code	Region
113	Mauritius	MU	MUA	Africa
114	Mexico	MX	MXA	Latin America
115	Moldova	MD	MDA	Europe
116	Monaco	MC	MCA	Europe
117	Mongolia	MN	MNA	Asia Pacific
118	Montenegro	ME	MNE	Europe
119	Montserrat	MS	[redacted]	Caribbean
120	Morocco	MA	MAA	Arab
121	Mozambique	MZ	MZA	Africa
122	Namibia	NA	NAA	Africa
123	Nauru	NR	NRA	Asia Pacific
124	Nepal	NP	NPA	Asia Pacific
125	Netherlands - TNT post	NL	NLA	Europe
126	Netherlands Antilles	AN	ANA	Caribbean
127	New Caledonia	NC	NCA	Asia Pacific
128	New Zealand	NZ	NZA	Asia Pacific
129	Nicaragua	NI	NIA	Latin America
130	Niger	NE	NEA	Africa
131	Nigeria	NG	NGA	Africa
132	Oman	OM	OMA	Arab
133	Pakistan	PK	PKA	Asia Pacific
134	Panama (Rep.)	PA	PAA	Latin America
135	Papua New Guinea	PG	PGA	Asia Pacific
136	Paraguay	PY	PYA	Latin America
137	Peru	PE	PEA	Latin America
138	Philippines	PH	PHA	Asia Pacific
139	Poland	PL	PLA	Europe
140	Portugal	PT	PTA	Europe
141	Qatar	QA	QAA	Arab
142	Republic of Serbia	RS	SRB	Europe
143	Romania	RO	ROA	Europe
144	Russian Federation	RU	RUA	Europe
145	Rwanda	RW	RWA	Africa
146	Saint Christopher and Nevis	KN	KNA	Caribbean
147	Saint Lucia	LC	LCA	Caribbean
148	Saint Vincent and the Grenadines	VC	VCA	Caribbean
149	Samoa	WS	WSA	Asia Pacific
150	San Marino	SM	SMA	Europe
151	Sao Tome and Principe	ST	STA	Africa
152	Saudi Arabia	SA	SAA	Arab
153	Senegal	SN	SNA	Africa
154	Seychelles	SC	SCA	Africa
155	Sierra Leone	SL	SLA	Africa
156	Singapore	SG	SGA	Asia Pacific
157	Slovakia	SK	SKA	Europe
158	Slovenia - Posta Slovenije, d.o.o.	SI	SIA	Europe
159	Solomon Islands	SB	SBA	Asia Pacific
160	Somalia	SO	SOA	Arab
161	South Africa	ZA	ZAA	Africa
162	Spain	ES	ESA	Europe
163	Sri Lanka	LK	LKA	Asia Pacific
164	Suriname	SR	SRA	Caribbean
165	Swaziland	SZ	SZA	Africa
166	Sweden	SE	SEA	Europe
167	Syrian Arab Rep.	SY	SYA	Arab
168	Tajikistan	TJ	TJA	Europe

No.	EMS Operator	ISO	Operator Code	Region
169	Tanzania (United Rep.)	TZ	TZA	Africa
170	Thailand	TH	THA	Asia Pacific
171	The former Yugoslav Republic of Macedonia	MK	MKA	Europe
172	Timor-Leste (Dem. Rep.)	TL	TPA	Asia Pacific
173	Togo	TG	TGA	Africa
174	Tonga	TO	TOA	Asia Pacific
175	Trinidad and Tobago	TT	TTA	Caribbean
176	Tunisia	TN	TNA	Arab
177	Turkey	TR	TRA	Europe
178	Turkmenistan	TM	TMA	Europe
179	Turks and Caicos Islands	TC	TCA	Caribbean
180	Tuvalu	TV	TVA	Asia Pacific
181	Uganda	UG	UGA	Africa
182	Ukraine	UA	UAB	Europe
183	United Arab Emirates	AE	AEA	Arab
184	Uruguay	UY	UYA	Latin America
185	Uzbekistan	UZ	UZA	Europe
186	Vanuatu	VU	VUA	Asia Pacific
187	Venezuela	VE	VEA	Latin America
188	Viet Nam	VN	VNA	Asia Pacific
189	Yemen	YE	YEA	Arab
190	Zambia	ZM	ZMA	Africa
191	Zimbabwe	ZW	ZWA	Africa