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

MARKET DOMINANT PRODUCT PRICES INBOUND MARKET DOMINANT MULTI-SERVICE AGREEMENTS WITH FOREIGN POSTAL OPERATORS CHINA POST GROUP – UNITED STATES POSTAL SERVICE MULTI-PRODUCT BILATERAL AGREEMENT (MC2010-35) NEGOTIATED SERVICE AGREEMENTS	Docket No. R2013-2

MOTION OF THE UNITED STATES POSTAL SERVICE FOR TEMPORARY RELIEF AND NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING AMENDMENT THREE TO INBOUND MARKET DOMINANT MULTI-SERVICE AGREEMENT WITH FOREIGN POSTAL OPERATORS 1 NEGOTIATED SERVICE AGREEMENT (WITH CHINA POST GROUP)
(December 16, 2013)

The agreement that is the subject of this docket was originally scheduled to expire on December 31, 2013.[1] The Postal Regulatory Commission (Commission) granted a motion from the United States Postal Service (Postal Service) extending the agreement to January 31, 2014.[2]

Attached to this pleading is an amendment to that agreement, which China Post Group and the United States Postal Service (Postal Service) have executed. The amendment states that the agreement that is the subject of this docket will expire on February 28, 2014.

[1] Order No. 1598, Order Approving an Additional Inbound Market Dominant Multi-Service Agreement with Foreign Postal Operators 1 Negotiated Service Agreement (with China Post Group), Docket No. R2013-2, December 28, 2012, at 3.
[2] Order No. 1883, Order Approving Amendment to Existing Agreement, Docket No. R2013-2, November 20, 2013.

The Postal Service intended to file by December 16, 2013, a successor contract to the agreement that is the subject of this docket, providing ample time for the Commission to complete its 45-day review of the inbound market-dominant portion of this agreement. However, it is very likely that negotiations concerning the successor contract will continue beyond December 16, 2013.

Therefore, the Postal Service respectfully requests that the Commission continue to list the agreement that is the subject of this docket on the Mail Classification Schedule, according to the terms set forth in the amendment filed today.

Respectfully submitted,

UNITED STATES POSTAL SERVICE
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December 16, 2013

AMENDMENT THREE TO THE CHINA POST GROUP - UNITED STATES POSTAL SERVICE MULTI-PRODUCT BILATERAL AGREEMENT

This Amendment modifies the China Post Group – United States Postal Service Multi-Product Bilateral Agreement ("Agreement") between the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the Government of the United States, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260, and China Post Group ("China Post"), the postal operator of the People's Republic of China, organized and existing under the laws of the People's Republic of China, and having a place of business at No. 3A Financial Street, Xicheng District, 100808, Beijing, China, which was signed by the USPS and China Post on November 8, 2012, as modified by Amendment One that was signed by China Post on May 9, 2013 and by the USPS on May 15, 2013, and by Amendment Two, which was signed by China Post and by the USPS on November 15, 2013. China Post and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Amendment is to extend the term of the Agreement until February 28, 2014, unless terminated sooner pursuant to Article 9 of this 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 Amendment shall be contingent on the USPS receiving approvals from, and/or non-objection by (hereinafter "Conditions Precedent") 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 USPS management, the USPS executive committee, the Governors of the USPS, and the U.S. Postal Regulatory Commission. The Parties acknowledge that this Amendment might not be approved by such bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to provide the products or services contemplated under the Amendment, no obligation shall exist for the USPS or China Post and no benefit or rights granted through this Amendment shall inure to either Party unless and until the Effective Date of this Amendment occurs and upon such occurrence the Conditions Precedent shall have been fulfilled.

In the event that the Conditions Precedent are not fulfilled, the USPS and China Post shall have no liability, which shall include no obligation to pay costs associated with any action taken by China Post prior to the Effective Date of this Amendment. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, neither Party shall be held liable for any damages including, without limitation, the following: actual damages; special damages; indirect damages; incidental damages; punitive damages; consequential damages; 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 cost incurred by either Party attributable to such non-approval such as attorney's fees.

China Post acknowledges that as part of securing approval of this Amendment and in other subsequent regulatory filings, United States law may require that this Amendment and supporting documentation be filed with the U.S. Postal Regulatory Commission ("Commission") in a docketed proceeding. In addition, China Post acknowledges that United States law may require that this Amendment be filed with the U.S. Department of State. China Post 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 Amendment must be filed. China Post further understands that any unredacted portion of this Amendment or supporting information may be posted on the Commission's public website, http://www.prc.gov. In addition, the USPS may be required to file information in connection with this Amendment (including revenue, cost or volume data) in other Commission dockets, including Commission docket numbers ACR2013 and ACR2014. China Post 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, http://www.prc.gov/Docs/63/63467/Order225.pdf. At China Post's request, USPS will notify China Post of the docket number of the Commission proceeding used in connection with the filing of this Amendment.

The Parties may execute this Amendment 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, the Parties agree to be bound as of the latest date of signature to the terms and conditions of this Amendment.

CHINA POST GROUP

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Signature

FENG YUE

Name

Managing Director, International Cooperation Department

Title

2013. 12. 16

(Date)

UNITED STATES POSTAL SERVICE

Giselle Valera

Signature

Giselle Valera

Managing Director, Global Business and Vice President

December 16, 2013

(Date)