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

COMPETITIVE PRODUCT PRICES GLOBAL PLUS 2C CONTRACTS (MC2012-5) NEGOTIATED SERVICE AGREEMENTS	Docket No. CP2013-42

MOTION OF THE UNITED STATES POSTAL SERVICE FOR TEMPORARY RELIEF AND NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING MODIFICATION ONE TO A GLOBAL PLUS 2C CONTRACT NEGOTIATED SERVICE AGREEMENT
(January 2, 2014)

The agreement that is the subject of this docket was originally scheduled to expire on January 12, 2014, the date prior to the date in January 2014 when Canada Post Corporation institutes prices changes for its domestic Lettermail, Incentive Lettermail, Admail, and/or Publications Mail.[1] Attached to this notice is a Modification One,[2] which the customer and the Postal Service have executed. The modification states that the agreement that is the subject of this docket will expire on February 28, 2014, thereby eliminating the earlier potential termination date that the Postal Service filed in this docket. The modification also amends Article 15.

The Postal Service intends to initiate a new rate docket, in which the Postal Service would file the successor to the agreement that is the subject of this docket. In

[1] United States Postal Service Response to Order No. 1641 concerning Effective Date of Global Plus 2C Contract Negotiated Service Agreement, Docket No. CP2013-42, January 31, 2013.
[2] A redacted version of the modification is filed publicly as Attachment 1, while the unredacted version of the modification is filed under seal. With respect to the nonpublic version of the modification that is filed under seal, the Postal Service hereby incorporates its Application for Non-Public Treatment filed in conjunction with its notice dated January 10, 2013, in this docket. Notice of the United States Postal Service of Filing a Functionally Equivalent Global Plus 2C Contract Negotiated Service Agreement and Application for Non-Public Treatment of Materials Filed Under Seal, Docket No. CP2013-42, January 11, 2013, Attachment 4.

the meantime, however, the Postal Service 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 modification filed today.

Therefore, the Postal Service respectfully requests that the Commission approve a brief extension of the agreement that is the subject of this docket to maintain continuity of pricing and other terms and conditions of the agreement. The Postal Service requests that the existing terms and conditions under the agreement that is the subject of this docket be extended to February 28, 2014.

Respectfully submitted,

UNITED STATES POSTAL SERVICE
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January 2, 2014

MODIFICATION ONE TO THE GLOBAL PLUS 2 SERVICE 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"), 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 on January 2, 2013, and signed by the USPS on January 3, 2013. The Mailer and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purposes of this Modification are to change the wording of Article 12 Term of the Agreement, and Article 15 Postage Updates.

Article 12 Term of the Agreement shall now read as follows:

ARTICLE 12. TERM OF THE AGREEMENT

1. The Effective Date of this Agreement shall be 12:01 a.m. on January 14, 2013. The Agreement will remain in effect until 11:59 p.m. on February 28, 2014. This Agreement may be terminated sooner than the date provided in this Paragraph pursuant to Article 14.

2. The Mailer acknowledges that this Agreement is subject to regulatory oversight and such oversight might affect the Effective Date.

3. The USPS will notify the Mailer of the status of the approval process or of potential fulfillment of the approval process, or when major steps in the process are completed. The USPS will also respond to Mailer inquiries concerning the status of the process.

Article 15 Postage Updates shall now read as follows:

ARTICLE 15. POSTAGE UPDATES

1. In the event that the USPS incurs an increase in costs [redacted] associated with providing any one of the categories of Qualifying Mail, the USPS reserves the right to notify the Mailer and modify the prices for that service established under this Agreement.

2. The USPS shall use its best efforts to provide the Mailer with notification of any revision to the prices in Annex 2 at least fifteen (15) days prior to the date on which the revised prices will take effect.

3. The USPS shall use its best efforts to provide the Mailer with notification of any revision to the prices for International Business Reply Service at least thirty-five (35) days prior to the date on which the revised prices will take effect.

4. The Mailer acknowledges that revisions in prices may be subject to regulatory oversight and such oversight might affect the effective date of any price revision.

5. No revision to the prices in Annex 2 or Annex 3 shall be retroactive.

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 might 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 Modification, 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 for costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Mailer acknowledges that as part of securing approval of this Modification, and in other subsequent regulatory filings, this Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2013-42). 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 instrument (including revenue, cost or volume data) in other Commission dockets, including Commission docket numbers ACR2013, ACR2014, and/or ACR2015. 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 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 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: Frank A. Cebello

Name: Frank A. Cebello

Title: Executive Director, Global Business Management

Date 12/30/13

ON BEHALF OF [redacted]

Signature: [redacted]

Name: [redacted]

Title: [redacted]

Date: 12-30-13