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

COMPETITIVE PRODUCT PRICES GLOBAL PLUS 1C CONTRACTS (MC2012-6) NEGOTIATED SERVICE AGREEMENTS	Docket No. CP2013-43

MOTION OF THE UNITED STATES POSTAL SERVICE FOR TEMPORARY RELIEF AND NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING MODIFICATION TWO TO A GLOBAL PLUS 1C CONTRACT NEGOTIATED SERVICE AGREEMENT
(January 2, 2014)

The agreement that is the subject of this docket was originally scheduled to expire on January 25, 2014, the day prior to January 26, 2014, when changes in the published rates for Qualifying Mail in the agreement that is the subject of this docket are scheduled to occur.[1] Attached to this notice is a Modification Two,[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.

[1] *See* United States Postal Service Response to Order No. 1813 concerning Effective Date of Global Plus 1C Contracts Negotiated Service Agreement, as Revised by Modification One, Docket No. CP2013-43, August 27, 2013**;** PRC Order No. 1903, Order Approving Changes in Rates of General Applicability for Competitive Products, Docket No. CP2014-5, December 12, 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 1C Negotiated Service Agreement and Application for Non-Public Treatment of Materials Filed Under Seal, Docket No. CP2013-43, January 14, 2013, Attachment 4.

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 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 TWO TO THE GLOBAL PLUS 1 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, and modified by Modification One signed by the Mailer on August 6, 2013, and signed by the USPS on August 6, 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 27, 2013. The Agreement will remain in effect until 11:59 p.m. on February 28, 2014. Pursuant to Article 14, this Agreement may be terminated sooner than the date provided for in this Article.

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. As of January 26, 2014, the non-discounted published prices and classifications for IPA and ISAL Qualifying Mail referred to in Article 8 Paragraph 1 will change as part of USPS' published price change scheduled for January 26, 2014. Mailer agrees that the new published prices and classifications for IPA and ISAL, subject to the discounts specified in this Agreement, shall be applied to IPA and ISAL Qualifying Mail beginning on that date. The price charts in Annexes 1, 2, and 3 of this Agreement for EMI, PMI, GXG and CeP will remain the same through the end of the term of this Agreement.

2. 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.

3. The USPS will give the Mailer thirty five (35) days' notice of changes in the prices in Annex 1 and/or Annex 2, the discount applied to International Priority Airmail (IPA) or International Surface Air Lift (ISAL), or the prices in Annex 3 for CeP.
4. Any revision of prices in Annex 1, Annex 2, or Annex 3 or the discount applied to IPA or ISAL shall not be retroactive.
5. No price shall increase beyond the non-discounted published prices for the affected service.
6. All price changes under the provisions of this Article will be subject to review and oversight by the USPS Governors, the USPS Board of Governors, and/or the United States Postal Regulatory Commission.

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 as part of securing approval of this Modification, and in other subsequent regulatory filings, the Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2013-43). 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