

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

COMPETITIVE PRODUCT PRICES
GLOBAL EXPEDITED PACKAGE SERVICES CONTRACTS
NON-PUBLISHED RATES 3 (MC2012-4)

Docket No. CP2012-8

**NOTICE OF THE UNITED STATES POSTAL SERVICE OF MODIFICATION OF
GLOBAL EXPEDITED PACKAGE SERVICES -- NON-PUBLISHED RATES 3
CUSTOMER CONTRACT WITH SERIAL NUMBER ENDING: 0118**
(January 22, 2014)

The contract with the serial number ending in -0118 that was filed in this docket was originally scheduled to expire on January 25, 2014,¹ the day prior to January 26, 2014, when a change in the published prices that affect the Qualifying Mail in the Agreement is scheduled to occur.² On January 14, 2014, the Commission issued Order No. 1965, granting the Postal Service's motion for temporary relief, authorizing the agreement to continue until February 28, 2014.³

The customer and the Postal Service have since executed a modification to the effect that the agreement that is the subject of this docket will expire on February 28, 2014. Attached to this notice is a redacted version of that modification.⁴

¹ See Article 12 of Customer Contract with Serial Number ending in -0118, which was filed under seal with Customer Contract Filing Notice for Global Expedited Package Services – Non-Published Rates 3 Serial Numbers Ending: 0109, 0115, and 0117-0118, Docket No. CP2012-8, December 27, 2012.

² See PRC Order No. 1903, Order Approving Changes in Rates of General Applicability for Competitive Products, Docket No. CP2014-5, December 12, 2013.

³ PRC Order No. 1965, Order Granting Motion for Temporary Relief, Docket No. CP2012-8, January 14, 2014.

⁴ A redacted version of the modification is filed publicly as Attachment 1, and 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 December 20, 2011, notice in this docket. Request of the United States Postal Service to Add Global Expedited Package Services – Non-Published Rates 3 (GEPS – NPR 3) to the Competitive Products List and Notice of Filing GEPS – NPR 3 Model Contract and Application for Non-

Respectfully submitted,

UNITED STATES POSTAL SERVICE

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January 22, 2014

**MODIFICATION ONE TO THE
GLOBAL CUSTOMIZED MAIL 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 December 5, 2012, and signed by the USPS on December 14, 2012. 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

The USPS will notify the Mailer of the Effective Date of the Agreement as soon as possible, but no later than thirty (30) days after receiving the signed Agreement from the Mailer. The Agreement shall remain in effect until 11:59 p.m. on February 28, 2014. Pursuant to Article 13 or Article 14, this Agreement may be terminated sooner than the date provided for in this Article.

Article 15. Postage Updates shall now read as follows:

ARTICLE 15. POSTAGE UPDATES

1. In the event that the USPS incurs an increase [REDACTED] [REDACTED] associated with providing this service, the USPS shall notify the Mailer and modify the prices established under this Agreement. [REDACTED]
2. The USPS will give the Mailer thirty (30) days' notice of changes to the prices in Annex 1 and Annex 2.
3. Any revision of prices in Annex 1 and Annex 2 shall not be retroactive.
4. No price shall increase beyond the non-discounted published price for the affected service.

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

The Mailer acknowledges that the Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding

(CP2012-8 Serial Number NPR3-FY13-N-V12-N-T1-0118). 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 and ACR2014. 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 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 this 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 the 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 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: 1/13/14

ON BEHALF OF

Signature: _____
Name: _____
Title: _____
Date: 1/9/14