**Postal Regulatory Commission**
**Submitted 2/18/2014 4:03:58 PM**
**Filing ID: 89199**
**Accepted 2/18/2014**

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

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| COMPETITIVE PRODUCT PRICES<br>GLOBAL PLUS 1C CONTRACTS (MC2012-6)<br>NEGOTIATED SERVICE AGREEMENTS | Docket No.<br>CP2013-39 |

**NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING MODIFICATION THREE TO A GLOBAL PLUS 1C CONTRACT NEGOTIATED SERVICE AGREEMENT**
(February 18, 2014)

The agreement that is the subject of this docket is scheduled to expire on February 28, 2014.[1] On February 14, 2014, the Postal Service filed a motion for temporary relief, requesting that the Commission allow the agreement that is the subject of this docket on the Mail Classification Schedule to remain in effect until March 31, 2014.[2]

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 March 31, 2014. Attached to this notice is a redacted version of that modification.[3]

[1] PRC Order No. 1956, Order Granting Motion for Temporary Relief in Global Plus 1C Contract Negotiated Service Agreement, Docket No. CP2013-39, January 10, 2014.
[2] Motion of the United States Postal Service for Temporary Relief for a Global Plus 1C Contract Negotiated Service Agreement, Docket No. CP2013-39, February 14, 2014.
[3] 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 January 10, 2013 notice 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. CP2013-39, January 10, 2013, at Attachment 4.

Respectfully submitted,

UNITED STATES POSTAL SERVICE
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February 18, 2014

# *MODIFICATION THREE 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 4, 2013, as modified by Modification One signed by the Mailer on August 1, 2013, and signed by the USPS on August 1, 2013, and as modified by Modification Two signed by the Mailer on December 30, 2013, and signed by the USPS on December 30, 2013. The Mailer and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Modification is to change the wording of Article 12 Term of the Agreement.

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 March 31, 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.

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 (CP2013-39). 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 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 2/18/14

**ON BEHALF OF** [redacted]

Signature: [redacted]

Name: [redacted]

Title: [redacted]

Date: 2-14-14