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. CP2014-42

NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING MODIFICATION TO GLOBAL PLUS 1C NEGOTIATED SERVICE AGREEMENT
(July 9, 2014)

In Order No. 2064, the Commission included the agreement that is the subject of this docket within the Global Plus 1C product.[1] Attached to this notice is a modification to the agreement that is the subject of this docket. The modification changes the wording of Article 7 paragraph 3 (h) of the agreement.

A redacted copy of the modification is filed as Attachment 1 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 April 14, 2014, notice in this docket.[2]

[1] Order No. 2064, Order Approving Additional Global Plus 1C Negotiated Service Agreement, Docket No. CP2014-42, April 23, 2014, at 5.
[2] 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. CP2014-42, April 14, 2014, Attachment 4.

Respectfully submitted,

UNITED STATES POSTAL SERVICE
By its attorneys:

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July 9, 2014

MODIFICATION ONE 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 March 26, 2014, and signed by the USPS on March 27, 2014. 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 7 Paragraph 3 (h) of the Agreement.

Article 7 Paragraph 3 (h) of the Agreement shall now read as follows:

ARTICLE 7. OBLIGATIONS OF THE MAILER
The Mailer hereby agrees:

. . . .

h. CeP Qualifying Mail may be tendered in drop shipments at either:

JOHN F. KENNEDY AIRPORT MAIL CTR
US POSTAL SERVICE
JOHN F. KENNEDY INTERNATIONAL AIRPORT BLDG 250
JAMAICA, NY 11430-9998

or

JT WEEKER INTERNATIONAL SERVICE CENTER
US POSTAL SERVICE
11600 W IRVING PARK RD
CHICAGO IL 60666-9998

or

LOS ANGELES INTERNATIONAL SERVICE CENTER
US POSTAL SERVICE
5800 W CENTURY BLVD
LOS ANGELES CA 90009-9998

After August 1, 2014 CeP Qualifying Mail may also be tendered in drop shipments at either:

MIAMI INTERNATIONAL SERVICE CENTER
US POSTAL SERVICE
11698 NW 25TH ST
MIAMI FL 33112-9997

or

MIAMI PROCESSING AND DISTRIBUTION CTR
US POSTAL SERVICE
2200 NW 72ND AVE
MIAMI FL 33152-9997

The Miami International Service Center at 11698 NW 25th Street accepts cleared (already verified) CeP mail only.
The Miami Processing and Distribution Center at 2200 NW 72nd Avenue accepts cleared (already verified) and uncleared (not verified) CeP mail.

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 the Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2014-42). 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 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: Giselle Valera

Name: Giselle Valera

Title: Managing Director & V.P., Global Business Management

Date 6/30/2014

ON BEHALF OF [redacted]

Signature: [redacted]

Name: [redacted]

Title: [redacted]

Date: 6/30/14