

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

COMPETITIVE PRODUCT PRICES  
GLOBAL RESELLER EXPEDITED PACKAGE CONTRACTS 2  
(MC2013-51)  
NEGOTIATED SERVICE AGREEMENTS

Docket No.  
CP2013-64

**MOTION OF THE UNITED STATES POSTAL SERVICE FOR TEMPORARY RELIEF  
CONCERNING GLOBAL RESELLER EXPEDITED PACKAGE CONTRACTS 2  
NEGOTIATED SERVICE AGREEMENT**  
(July 23, 2014)

The agreement that is the subject of this docket was originally scheduled to expire on August 7, 2014.<sup>1</sup> The Postal Service and the reseller have agreed to a modification of the agreement, extending its term to August 31, 2014.

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 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 Commission allow the existing agreement as modified to remain on the Competitive Products list through August 31, 2014.

A copy of the modification agreement is filed with this motion. Commercially sensitive information is redacted from the public version, consistent with the application

---

<sup>1</sup> United States Postal Service Response to Order No. 1746 concerning Effective Date of a Global Reseller Expedited Package Contracts 2 Negotiated Service Agreement, Docket Nos. MC2013-51 and CP2013-64, August 7, 2013.

for non-public treatment associated with the Postal Service's original notice in this docket.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorneys:

Anthony F. Alverno  
Chief Counsel  
Global Business and Service Development  
Corporate and Postal Business Law Section

Laree Martin  
Attorney

475 L'Enfant Plaza, S.W.  
Washington, D.C.  
20260-1137  
(202) 268-3816; Fax -5628  
Laree.K.Martin@USPS.gov  
July 23, 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] ("Reseller"), a corporation organized and existing under the laws of the State of Delaware, with principal 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 Reseller on May 21, 2013, and signed by the USPS on May 21, 2013. The Reseller 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 paragraph 1 of Article 11. Term Of The Agreement.

Paragraph 1 of Article 11. Term Of The Agreement shall now read as follows:

**ARTICLE 11. TERM OF THE AGREEMENT**

1. The USPS will notify the Reseller of the Effective Date of the Agreement within thirty (30) days after receiving the approval of the entities that have oversight responsibilities for the USPS. The Agreement shall remain in effect until 11:59 p.m. on August 31, 2014, unless terminated sooner pursuant to Article 12.

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 Reseller 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 Reseller 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 (CP2013-64). The Reseller 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 Reseller 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 Reseller 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 at <http://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:



Name:

Cliff Rucker

Title:

UP SALES

Date:

7/22/14

**ON BEHALF OF**

Signature:

Name:

Title:

Date:

7/23/14