Postal Regulatory Commission
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UNITED STATES POSTAL SERVICE

August 14, 2014

Honorable Shoshana Grove
Secretary
Postal Regulatory Commission
901 New York Avenue, NW, Suite 200
Washington, DC 20268-0001

Dear Ms. Grove:

Pursuant to 39 U.S.C. § 407(d)(2), the Postal Service is providing copies of EMS Standard Agreements with Kiribati, Lebanon, Myanmar (Burma), and Sao Tome and Principe. This letter provides notice that the inbound services covered in the EMS Standard Agreement are now effective for these countries. The Postal Service will notify the Commission of the effective dates for outbound Priority Mail Express International (PMEI) Service with these countries in PRC Docket No. MC2014-30 as those effective dates become available.

Please feel free to contact me if further information would be helpful.

Sincerely,

Anthony Alverno
Chief Counsel
Global Business & Service Development

Enclosures

475 L'ENFANT PLAZA SW
WASHINGTON, DC 20260-1137
WWW.USPS.COM

UNIVERSAL
POSTAL UNION

EMS Standard Agreement

EMS Standard Agreement on the international exchange of EMS items between EMS postal operators

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Preamble

The list of EMS operators published on the EMS Cooperative website (www.ems.post) have adopted this Agreement and its Procedures as the basis for the exchange of EMS items between EMS operators in accordance with the Letter Post Regulations – Section L – Article 14 – item 1.2. This Agreement for the exchange of EMS items, accepted by all EMS Cooperative members and those non-members which are signatories to it, shall normally form the legal basis for the exchange of EMS items between the signatories, without any further requirement (except as provided in article 3 below).

Article 1
Purpose of the Agreement

The purpose of this Agreement is to establish the terms and conditions, including detailed procedures, which shall entirely govern the exchange of EMS items between its signatory parties (list of signatories published on the EMS Cooperative website (www.ems.post).

Article 2
Definitions

As used herein, the following terms shall have the indicated meanings:

A. "EMS items" means mail items as defined by the Letter Post Regulations – Section L, article 14.1.2. An EMS item may contain documents and/or merchandise.

B. "EMS operator" means the entity authorized by a UPU member country to provide EMS service in its territory. "Origin operator" is used in the Agreement to designate an EMS operator which has tendered an item or dispatch to another operator for delivery. "Delivery operator" is used in the Agreement to designate an EMS operator which has accepted an EMS item or dispatch from another operator for delivery.

C. "Convention" means the Universal Postal Convention adopted from time to time by the Congress of the Universal Postal Union

D. "Procedures" means those articles setting out procedures and other information relevant to the implementation of this Agreement by EMS operators (i.e. articles 2.1 to 16 of the Procedures).

E. "Receptacle" means a bag, sack, container or other device in which EMS items are enclosed.

F. "Dispatch" means one or more receptacles containing EMS items tendered collectively by the origin operator to the delivery operator.

G. "Rugby system for international inquiries" means the Internet-based system used by EMS Cooperative members to make inquiries concerning the status of EMS items.

H. "EMS Pay-for-Performance Plan" means the plan used by EMS Cooperative members to link quality of service with payment.

I. "Force majeure" means the force majeure rules as established by the EMS Cooperative.

Article 3
Bilateral agreements

A. Should any EMS operator which is a signatory to this agreement wish – for legal, regulatory or commercial reasons – to formally base the exchange of international EMS items on bilateral agreements/contracts with certain other signatories, it may do so provided that any such bilateral agreements are as far as possible in the standard form specified in Attachment 2 to this Agreement in order to ensure that all international exchanges of EMS items between the signatories to this Agreement are entirely based on its articles and procedures.

B. Signatories to this Agreement should also – as far as possible – use the concise standard bilateral agreement specified in Attachment 2 as the basis for the exchange of EMS items with non-signatories

to this agreement with the aim of maximizing the coverage of the standardized EMS service provided in accordance with the terms of this Agreement.

C. Any proposed bilateral agreements on EMS between signatories to this Agreement should be notified to the EMS Unit, which should be informed of any provisions of such agreements which are different from or additional to those included in this Agreement and its Procedures.

Article 4
Revision of the Agreement

A. The EMS Cooperative, as the structure charged initially by 1999 Beijing Congress resolution C 83/1999 "*to assume full competence for all operational, commercial, technical and economic matters concerning EMS*", and confirmed by Nairobi Congress resolution C 51/2008, may make additions or amendments to this Agreement and its Procedures through its annual General Assembly or in other ways prescribed in the Statutes of the EMS Cooperative.

B. Such changes shall normally become effective on the first day of the calendar year following their adoption by the Cooperative.

C. Any signatory to this Agreement which finds that it is unable to implement or to comply with the amended Agreement may withdraw from the date of the implementation of the changes. Advance notice of its intention to withdraw from the Agreement should normally be provided by the operator concerned to the EMS Unit at least one month beforehand.

Article 5
Eligibility

Any EMS operator which provides an inward and/or outward international EMS service shall be eligible to be a signatory to this Agreement, provided that it fulfils the following requirements:

i In the case of an EMS operator providing an outward international EMS service, use of the UPU's standard EMS identifier and barcode and the EMS logo on all its outward EMS items.

ii Provision to the EMS Unit up-to-date entry for the EMS Operational Guide and maintenance thereof. iii

Possession and continuous operation of an EMS tracking system.

Article 6
EMS operators' responsibilities

Both origin and delivery operators shall faithfully perform each of the tasks assigned to them in the Agreement and its Procedures.

Article 7
EMS Operational Guide

All EMS operators shall regularly furnish and keep up to date all information required by the EMS Unit for their entries in the EMS Operational Guide.

Article 8
Service standards

A. Delivery operators shall establish a scheduled pattern of service for inward EMS items, on the basis of delivery zones and location indicators (as defined in article 3.9 of the Procedures), and shall publish EMS delivery standards for incoming EMS dispatches in the EMS Operational Guide for each of their designated EMS offices of exchange.

B. The pattern of service established by delivery operators, and the associated delivery standards published in the EMS Operational Guide, are to be considered as a minimum and the delivery operator shall endeavour to improve them whenever possible.

C. Updated standards shall be regularly submitted by the delivery operator to the EMS Unit of the International Bureau for publication in the EMS Operational Guide.

Article 9 (omitted)

Article 10
Prohibitions

A. The parties acknowledge that, in accordance with Article RL 251 of the UPU Letter Post Regulations, to which their countries are parties, certain provisions of the UPU Convention concerning prohibitions provide limitations on the insertion of articles in EMS items.

B. Each delivery operator shall communicate to the UPU International Bureau, for publication in the UPU List of Prohibited Articles, IB circulars or the EMS Operational Guide, necessary information concerning customs or other regulations affecting inward EMS items as well as prohibitions or restrictions governing the entry of postal items in its service.

C. Origin operators shall inform customers of prohibitions applicable to the insertion of articles in EMS items as provided for in the UPU Convention and List of Prohibited Articles, and by the legislation of the country of origin and of destination.

D. Origin operators shall inform EMS customers that it is prohibited to enclose coins, banknotes, currency notes or securities of any kind payable to the bearer, travellers' cheques, platinum, gold or silver, precious stones, jewels or other valuable articles in uninsured EMS items. Radioactive materials, perishable biological substances and infectious substances defined in the UPU Convention shall not be admitted in the EMS service.

Article 11
Limits of weight and size

A. EMS items shall be admitted up to a maximum weight of 30 kilogrammes. In addition, EMS items shall not normally exceed 1.50 metres for any one dimension or three metres for the sum of the length and the greatest circumference measured in a direction other than length.

B. The exchange of EMS items whose individual weight exceeds 30 kilogrammes shall be optional, at the discretion of delivery operators, with a maximum weight of 50 kilogrammes.

C. Any delivery operator which does not apply the standards in article 11A, or which is willing to accept oversize items or overweight items as provided for in article 11B, shall notify the EMS Unit of the UPU International Bureau, for publication in the EMS Operational Guide, of the size and weight limits it applies for inbound EMS items.

Article 12
Treatment of items wrongly accepted

A. When an item containing an article prohibited under article 10 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the operator establishing its presence.

B. When the weight or the dimensions of an item exceed the limits defined in article 11 and the regulations of the delivery operator do not permit delivery, it shall be treated as an undeliverable item and the procedures specified in article 3.6 of the Procedures shall be applied. If, however, the regulations of the delivery operator do permit the delivery of EMS items exceeding the weight or size limits defined in article 11, the item should be delivered to the addressee. In such cases, the delivery operator shall be entitled to claim a supplementary charge, the amount of which shall be published in the EMS Operational Guide. This amount shall not exceed 50% of the normal delivery payment rate.

C. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the origin operator shall be informed how the item was dealt with and of the restriction or prohibition which required such treatment. The E2 Verification Note (Annex 3 of the Procedures) may be used for this purpose. Additional charges incurred by the delivery operator in the treatment of such items shall be borne by the origin operator.

Article 13
Items arriving out of course and to be redirected

A. EMS items arriving out of course shall be redirected to their final destination by the same route as is used by the transit operator to send its own items. The transport costs shall be reimbursed by the origin operator in accordance with the Procedures.

B. For forwarding items misdirected to the delivery operator by the origin operator, the origin operator shall pay the delivery operator the cost of transportation.

C. Neither the delivery operator nor the origin operator shall be responsible for the cost of returning items sent in error by the sender, or items misdirected by the sender to the addressee. Any costs associated with the return of such items shall normally be the responsibility of the sender unless the addressee opts to pay for their return.

Article 14
Undeliverable items

Undeliverable items shall be treated by delivery operators in accordance with article 3.6.4 of the Procedures and disposed of accordingly.

Article 15
Inquiries

A. Delivery operators shall make suitable arrangements for the prompt treatment of inquiries relating to inward EMS items from origin operators, senders or addressees, in accordance with article 10.3 of the Procedures.

B. Inquiries shall be accepted only within a period of four months from the date of posting of the item. C.

This article does not authorize routine requests for confirmation of delivery.

Article 16
Reporting requirements

A. All delivery operators which have tracking systems shall record in electronic form and transmit to the origin operator, via the GXS or POST*Net networks, the tracking event data specified in the Procedures at the required times.

B. EMS operators shall make event data transmitted available to a third party designated by the EMS Cooperative for the purpose of monitoring quality of service performance and the quality of the event data.

C. All EMS operators shall agree to receive all tracking event messages transmitted to them by all other parties to this Agreement.

D. The format and message syntax to be used in the exchange of EMS event data between operators shall be those specified in article 9.1 (9.1.1 to 9.1.7 of the Procedures).

Article 17
Quality control and improvement

A. EMS operators shall make every possible effort to improve their achievement of service standards, including maintaining a quality control programme.

B. Delivery operators shall cooperate with origin operators when they test the quality of the service rendered by the delivery operator.

C. All parties to this Agreement are jointly committed to ensuring that the required service levels are provided in accordance with the terms and conditions of the Agreement and its Procedures. Furthermore, the parties are committed to developing the service jointly where possible with the goal of improving the quality of service, reducing costs incurred in providing the service and any other process improvements to the mutual benefit of the parties.

Article 18
Delivery payment systems and rates

A. Terminal dues and internal air conveyance as defined in the Universal Postal Convention shall not apply to EMS items.

B. Each delivery operator shall establish a delivery payment system (based on the gross imbalance of EMS traffic), and shall publish a unique rate for EMS items (or separate unique rates according to category for documents and merchandise, respectively) corresponding to the costs of the service and to the principles adopted by the EMS Cooperative as the basis for inter-operator charging. These rates shall be notified to the EMS Unit for publication in the EMS Operational Guide.

C. Each delivery operator may vary its delivery payment rate or rates when such a variation is necessary owing to a change in the cost of services. A delivery operator may also introduce changes in its delivery payment system, provided that such changes conform to the principles adopted by the EMS Cooperative for inter-operator charging.

D. Any such changes in delivery payment rates or systems may only be implemented by delivery operators under the following conditions:

i Any proposed increase shall be notified to the EMS Unit by 31 August in the year preceding its introduction, so that the EMS Unit may notify operators of all such changes by 30 September.

ii Higher rates or new payment systems may only be implemented on the first day of the year (1 January) following their timely notification to the EMS Unit.

iii Any proposed decrease can be notified to the EMS Unit at any time and will be introduced the first day of the calendar quarter following notification.

Article 19
Accounting and settlement

All EMS operators shall give preference to apply the accounting rules and procedures for inter-operator settlements prescribed in the EMS Pay-for-performance Plan (article 12.1 of the Procedures) and published on the EMS Cooperative website (www.ems.post).

In the case that the pay-for-performance cannot be applied, EMS operators shall apply the accounting rules and procedures for inter-operator settlements prescribed in articles 12.2 and 12.3 of the Procedures.

Article 20
Charges and fees to be collected from the addressee

A. Each delivery operator shall be authorized to collect from the addressee the customs duty and any other applicable non-postal fees payable on each item it delivers, and to charge for the collection of such fees. Delivery operators shall indicate what kind of charges they will collect from addressees prior to the conclusion of this Agreement. Any standard non-postal fees or postal charges for collection should be notified in the EMS Operational Guide.

B. EMS operators may collect only the rates, charges, and fees provided for in this Agreement and published in the EMS Operational Guide.

Article 21
Protection of EMS items

A. The delivery operator shall protect and safeguard EMS items from loss, depredation or damage while they are in its custody or control. The delivery operator shall prevent unauthorized persons from having access to EMS items. The delivery operator shall transport EMS items on the ground and in the air in securely closed containers, or vehicles.

B. The delivery operator shall, except as otherwise specifically required by law, preserve the secrecy of correspondence contained in EMS items.

Article 22
Data protection

The delivery operator shall not disclose or use, except in the performance of this Agreement or as required by law, the name or address of any EMS sender or addressee obtained in the performance of this Agreement without the written approval of the origin operator.

Article 23
Delivery irregularities

Except as otherwise provided in this Agreement, the following actions or failures to act by the delivery operator are irregularities under this Agreement:

i *Refusal*

Refusal or failure to accept EMS items as specified in this Agreement.

ii *Misdirection*

Misdirecting an EMS item to a destination other than that to which it is addressed, unless the misdirection is the result of following directions placed on a receptacle by the origin operator.

iii *Delayed delivery*

Failure to tender EMS items to the addressee for delivery in accordance with the measurable service standards defined in the EMS Operational Guide and validated by the EMS Cooperative.

iv *Failure to protect*

Failure to protect and safeguard EMS items from depredation or other hazards while in the delivery operator's custody or control. This includes failure to prevent unauthorized persons from having access to EMS items, and failure to transport EMS items on the ground or in the air in securely closed containers or other vehicles.

v *Failure to report*

Failure to transmit tracking or delivery status data as required by article 16 of this Agreement and articles 3.7 and 9.2 of the Procedures, unless it is impossible to transmit such data for reasons beyond the control of the delivery operator.

vi *Failure to respond*

Failure to respond to inquiries from origin operators within the period of time specified in article 10.3 of the Procedures.

vii *Failure to return*

Failure to promptly return undeliverable items within three days after the expiry of the holding period as specified in article 3.6.4 of the Procedures.

Article 24
Subcontracting

A. The delivery operator may subcontract work associated with customs clearance, transport or delivery of EMS items provided that the terms and conditions of this Agreement and its Procedures are fully observed and fulfilled.

B. Payment of any subcontractor shall be the sole responsibility of the delivery operator.

Article 25
Emergencies

Nothing herein shall prohibit the delivery operator from taking temporary measures to maintain service in emergencies. In such circumstances, notification of the nature of the emergency liable to disrupt EMS service and details of any material measures taken by the delivery operator shall be notified to the EMS Unit by telephone, e-mail or fax within 24 hours of such action being taken. The probable duration of the emergency should also be advised where possible. The same procedure shall be applied when the suspended EMS services are resumed after the conclusion of the emergency.

Article 26
Suspension of Agreement

A. If a delivery operator is unable to perform this Agreement in whole or in part, for reasons beyond its control, such as force majeure or acts of governments or governmental agencies (does not include disputes between the delivery operator and airport authorities or noise abatement restrictions), the Agreement may be suspended by the delivery operator, in whole or in part, for such reasonable time as it takes for service to be restored. Any other article of this Agreement notwithstanding, an origin operator may obtain alternative services from a third party during periods when a delivery operator is unable to perform this Agreement (see also C below).

B. Any delivery operator suspending the Agreement in such circumstances shall inform other EMS operators concerned and the EMS Unit of such suspension and of the resumption of service within 24 hours of such action being taken. Notification should be by telephone, e-mail or fax.

C. An origin operator may also at any time obtain alternative services from a third party when – in its opinion – a delivery operator is incapable of providing an acceptable EMS delivery service, either as a result of inadequate published standards or pattern of service, or of delivery irregularities as specified in article 23 above. In such cases, an origin operator shall immediately inform the EMS Unit and the

delivery operator of the action taken and of the reasons for it, so that the EMS Board may consider whether action under article 33 of the Agreement is required.

Article 27
Application of the UPU Convention

The Parties acknowledge that, in accordance with Article RL 251 of the UPU Letter Post Regulations, to which their countries are parties, aspects of EMS not expressly governed by this Agreement or its regulations are subject to the appropriate provisions of the Acts of the Universal Postal Union.

Article 28
Detailed Procedures

Details of implementation of this Agreement shall be governed by its Procedures.

Article 29
Additional rules and regulations

Each EMS operator shall be authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Procedures.

Article 30
Entire Agreement

This Agreement shall constitute the entire Agreement between the parties for the provision of this service. Any prior understanding or representation between signatories to this Agreement, which precedes the date of this Agreement and concerns the provision of this service (to include any commercial law agreements between the parties, but not any agreements purporting to be executed under international law) shall not be binding upon either party except to the extent incorporated in this Agreement.

Article 31
Arbitration

Any dispute arising between signatory EMS operators concerning the interpretation or application of this Agreement and its Procedures which cannot be resolved by the operators concerned to their mutual satisfaction shall be settled by arbitration. The arbitrators shall be two nominated members of the EMS Cooperative Board (excluding any Board member whose EMS operator may be a party to the dispute) and the Head of the EMS Unit, assisted by the UPU Legal Advisor in an advisory capacity (non-voting).

Article 32
Entry into force and duration

This Agreement shall enter into force on the date mutually agreed upon by the EMS operators, after it is signed by the authorized representatives of the operators.

Any EMS operator may withdraw from the Agreement by providing six months' notice to the EMS Unit.

Article 33
Failure to comply with Agreement

A. Operators which have signed this Agreement, but which subsequently fail to meet the eligibility criteria set out in article 5 within the time limits specified – or which have ceased for a period of at least three months to meet these criteria – will be asked by the EMS Unit to provide reasons for this failure and a

guarantee to remedy the deficiencies identified within a specified time-span (not exceeding two months).

B. Delivery operators which are consistently responsible for irregularities as specified in article 23 of the Agreement may also be required by the EMS Unit to explain the reasons for such failures.

C. The case of any operator failing to comply with the terms of the Agreement with regard to eligibility (A above), or responsible for repeated irregularities (B above), shall be drawn to the attention of the EMS Cooperative Board by the EMS Unit for consideration at its next meeting.

D. In such cases, the Board shall decide:

i whether the operator in question should continue to be considered an eligible signatory to the Agreement;

ii that, where appropriate, a solicitation should be launched by the EMS Cooperative to find an EMS delivery partner able to provide the facilities and standards of service require.

Article 34 Nature of Agreement

Both signatories acknowledge that this instrument sets out the terms and conditions of a mail exchange arrangement and is not an agreement entered into or subject to international law. This Agreement is only binding on the signatories and it is not binding on their governments.

Article 35 Notice Concerning U.S. Postal Service Regulatory Filings

The Parties acknowledge that as part of ongoing legal transparency or data filing requirements, or as part of any requirements to secure regulatory approval of this Agreement, the Agreement and any supporting documentation related to it may be filed with the U.S. Postal Regulatory Commission ("Commission"), which may establish a docketed proceeding in certain contexts for consideration of the Agreement or information related to the Agreement. The Party executing this agreement other than the U.S. Postal Service (hereinafter the "counterparty") authorizes the U.S. Postal Service to determine the scope of information that must be made publicly available under U.S. law in any Commission docketed proceeding. The counterparty further understands that any unredacted portion of the Agreement or supporting information will be available on the Commission's public website, www.prc.gov. In addition, the U.S. Postal Service may file information in connection with this instrument (including revenue, cost, or volume data) in other Commission dockets. The counterparty 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 on the Commission's website: www.prc.gov/Docs/63/63467/Order225.pdf. At the request of the counterparty, the U.S. Postal Service will notify the counterparty of any docket number of the Commission proceeding if one is assigned.

Attachment 2

EMS Standard Agreement – Bilateral Agreement Signatory Page

The undersigned EMS operators A and B hereby undertake to adopt the EMS Standard Agreement and its Procedures as the basis for the exchange of EMS items between EMS operators in accordance with the Letter Post Regulations – Section L – Article 14 of the Universal Postal Convention (Nairobi 2008).

However, as provided in article 3 of the Agreement, the EMS operator intends to formally base the exchange of international EMS items with other signatories (and non-signatories) on bilateral agreements/contracts, which shall, as far as possible, be in the standard form specified in the articles below. Any such bilateral agreements should be notified to the EMS Unit (see table below), as specified in article 3C of the Agreement.

Article 1: Purpose of the Agreement

The purpose of the Agreement shall be to establish mutually agreed terms and conditions for the exchange of EMS items between the undersigned EMS operators A and B.

Article 2: Operation of the EMS service

The exchange of EMS items between the contracting parties to this Agreement shall take place in accordance with the terms of the EMS Cooperative's Standard Agreement and its Procedures, as adopted and amended from time to time by the EMS Cooperative. The contracting parties agree to implement EMS service between them on the basis of the conditions established in that Agreement, and to apply the standards set out or referred to therein.

Article 3: Entry into force and duration

This Agreement shall enter into force on the date mutually agreed upon by the undersigned EMS operators A and B and shall remain in force until further notice.

Table – Differences applied and article references

Indicate below which articles of the EMS Standard Agreement provide the reference base for the bilateral agreement and add a description of the bilateral change agreed:

Article reference in the EMS Standard Agreement	Description of agreed change related to the EMS Standard Agreement to be applied on bilateral basis between the EMS Operators A and B signatories of the EMS Standard Agreement
9	This Article and all related Regulations concerning liability do not apply.
10 A	The parties acknowledge that, in accordance with Article RL 251 of the UPU Letter Post Regulations, to which their countries are parties, certain provisions of the UPU Convention concerning prohibitions provide limitations on the insertion of articles in EMS items.
27	The Parties acknowledge that, in accordance with Article RL 251 of the UPU Letter Post Regulations, to which their countries are parties, aspects of EMS not expressly governed by this Agreement or its regulations are subject to the appropriate provisions of the Acts of the Universal Postal Union.
30	This Agreement shall constitute the entire Agreement between the parties for the provision of this service. Any prior understanding or representation between signatories to this Agreement, which precedes the date of this Agreement and concerns the provision of this service (to include any commercial law agreements between the parties, but not any agreements purporting to be executed under international law) shall not be binding upon either party except to the extent incorporated in this Agreement.
33	Add Article 33: Both signatories acknowledge that this instrument sets out the terms and conditions of a mail exchange arrangement and is not an agreement entered into or subject to international law. This Agreement is only binding on the signatories and it is not binding on their governments.
34	Add Article 34: The Parties acknowledge that as part of ongoing legal transparency or data filing requirements, or as part of any requirements to secure regulatory approval of this Agreement, the Agreement and any supporting documentation related to it may be filed with the U.S. Postal Regulatory Commission ("Commission"), which may establish a docketed proceeding in certain contexts for consideration of the Agreement or information related to the Agreement. The Party executing this agreement other than the U.S. Postal Service (hereinafter the "counterparty") authorizes the U.S. Postal Service to determine the scope of information that must be made publicly available under U.S. law in any Commission docketed proceeding. The counterparty further understands that any unredacted portion of the Agreement or supporting information will be available on the Commission's public website, www.prc.gov. In addition, the U.S. Postal Service may file information in connection with this instrument (including revenue, cost, or volume data) in other Commission dockets. The counterparty 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 on the Commission's website: www.prc.gov/Docs/63/63467/Order225.pdf. At the request of the counterparty, the U.S. Postal Service will notify the counterparty of any docket number of the Commission proceeding if one is assigned.

EMS operators entering the Agreement:

A. EMS operator: United States Postal Service

Signature of authorized official: Lea Emerson

Title: Executive Director, International Postal Affairs

Date: May 6, 2014

B. EMS operator: KIRIBATI POST

Signature of authorized official:

Title: Senior Postal Officer - Mail operations

Date: 15/07/2014

Date of application:

Indicate below the date for your application of the EMS Standard Agreement:

Day	Month	Year

Please send a copy to:

EMS Unit
UPU International Bureau
P.O. Box 312
3000 BERNE 15
SWITZERLAND

Fax: +41 31 351 52 00
E-mail: EMS.Unit@upu.int

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Preamble

The list of EMS operators published on the EMS Cooperative website (www.ems.post) have adopted this Agreement and its Procedures as the basis for the exchange of EMS items between EMS operators in accordance with the Letter Post Regulations – Section L – Article 14 – item 1.2. This Agreement for the exchange of EMS items, accepted by all EMS Cooperative members and those non-members which are signatories to it, shall normally form the legal basis for the exchange of EMS items between the signatories, without any further requirement (except as provided in article 3 below).

Article 1
Purpose of the Agreement

The purpose of this Agreement is to establish the terms and conditions, including detailed procedures, which shall entirely govern the exchange of EMS items between its signatory parties (list of signatories published on the EMS Cooperative website (www.ems.post).

Article 2
Definitions

As used herein, the following terms shall have the indicated meanings:

A. "EMS items" means mail items as defined by the Letter Post Regulations – Section L, article 14.1.2. An EMS item may contain documents and/or merchandise.

B. "EMS operator" means the entity authorized by a UPU member country to provide EMS service in its territory. "Origin operator" is used in the Agreement to designate an EMS operator which has tendered an item or dispatch to another operator for delivery. "Delivery operator" is used in the Agreement to designate an EMS operator which has accepted an EMS item or dispatch from another operator for delivery.

C. "Convention" means the Universal Postal Convention adopted from time to time by the Congress of the Universal Postal Union

D. "Procedures" means those articles setting out procedures and other information relevant to the implementation of this Agreement by EMS operators (i.e. articles 2.1 to 16 of the Procedures).

E. "Receptacle" means a bag, sack, container or other device in which EMS items are enclosed.

F. "Dispatch" means one or more receptacles containing EMS items tendered collectively by the origin operator to the delivery operator.

G. "Rugby system for international inquiries" means the Internet-based system used by EMS Cooperative members to make inquiries concerning the status of EMS items.

H. "EMS Pay-for-Performance Plan" means the plan used by EMS Cooperative members to link quality of service with payment.

I. "Force majeure" means the force majeure rules as established by the EMS Cooperative.

Article 3
Bilateral agreements

A. Should any EMS operator which is a signatory to this agreement wish – for legal, regulatory or commercial reasons – to formally base the exchange of international EMS items on bilateral agreements/contracts with certain other signatories, it may do so provided that any such bilateral agreements are as far as possible in the standard form specified in Attachment 2 to this Agreement in order to ensure that all international exchanges of EMS items between the signatories to this Agreement are entirely based on its articles and procedures.

B. Signatories to this Agreement should also – as far as possible – use the concise standard bilateral agreement specified in Attachment 2 as the basis for the exchange of EMS items with non-signatories

to this agreement with the aim of maximizing the coverage of the standardized EMS service provided in accordance with the terms of this Agreement.

C. Any proposed bilateral agreements on EMS between signatories to this Agreement should be notified to the EMS Unit, which should be informed of any provisions of such agreements which are different from or additional to those included in this Agreement and its Procedures.

Article 4
Revision of the Agreement

A. The EMS Cooperative, as the structure charged initially by 1999 Beijing Congress resolution C 83/1999 "*to assume full competence for all operational, commercial, technical and economic matters concerning EMS*", and confirmed by Nairobi Congress resolution C 51/2008, may make additions or amendments to this Agreement and its Procedures through its annual General Assembly or in other ways prescribed in the Statutes of the EMS Cooperative.

B. Such changes shall normally become effective on the first day of the calendar year following their adoption by the Cooperative.

C. Any signatory to this Agreement which finds that it is unable to implement or to comply with the amended Agreement may withdraw from the date of the implementation of the changes. Advance notice of its intention to withdraw from the Agreement should normally be provided by the operator concerned to the EMS Unit at least one month beforehand.

Article 5
Eligibility

Any EMS operator which provides an inward and/or outward international EMS service shall be eligible to be a signatory to this Agreement, provided that it fulfils the following requirements:

i In the case of an EMS operator providing an outward international EMS service, use of the UPU's standard EMS identifier and barcode and the EMS logo on all its outward EMS items.

ii Provision to the EMS Unit up-to-date entry for the EMS Operational Guide and maintenance thereof. iii

Possession and continuous operation of an EMS tracking system.

Article 6
EMS operators' responsibilities

Both origin and delivery operators shall faithfully perform each of the tasks assigned to them in the Agreement and its Procedures.

Article 7
EMS Operational Guide

All EMS operators shall regularly furnish and keep up to date all information required by the EMS Unit for their entries in the EMS Operational Guide.

Article 8
Service standards

A. Delivery operators shall establish a scheduled pattern of service for inward EMS items, on the basis of delivery zones and location indicators (as defined in article 3.9 of the Procedures), and shall publish EMS delivery standards for incoming EMS dispatches in the EMS Operational Guide for each of their designated EMS offices of exchange.

B. The pattern of service established by delivery operators, and the associated delivery standards published in the EMS Operational Guide, are to be considered as a minimum and the delivery operator shall endeavour to improve them whenever possible.

C. Updated standards shall be regularly submitted by the delivery operator to the EMS Unit of the International Bureau for publication in the EMS Operational Guide.

Article 9 (omitted)

Article 10
Prohibitions

A. The parties acknowledge that, in accordance with Article RL 251 of the UPU Letter Post Regulations, to which their countries are parties, certain provisions of the UPU Convention concerning prohibitions provide limitations on the insertion of articles in EMS items.

B. Each delivery operator shall communicate to the UPU International Bureau, for publication in the UPU List of Prohibited Articles, IB circulars or the EMS Operational Guide, necessary information concerning customs or other regulations affecting inward EMS items as well as prohibitions or restrictions governing the entry of postal items in its service.

C. Origin operators shall inform customers of prohibitions applicable to the insertion of articles in EMS items as provided for in the UPU Convention and List of Prohibited Articles, and by the legislation of the country of origin and of destination.

D. Origin operators shall inform EMS customers that it is prohibited to enclose coins, banknotes, currency notes or securities of any kind payable to the bearer, travellers' cheques, platinum, gold or silver, precious stones, jewels or other valuable articles in uninsured EMS items. Radioactive materials, perishable biological substances and infectious substances defined in the UPU Convention shall not be admitted in the EMS service.

Article 11
Limits of weight and size

A. EMS items shall be admitted up to a maximum weight of 30 kilogrammes. In addition, EMS items shall not normally exceed 1.50 metres for any one dimension or three metres for the sum of the length and the greatest circumference measured in a direction other than length.

B. The exchange of EMS items whose individual weight exceeds 30 kilogrammes shall be optional, at the discretion of delivery operators, with a maximum weight of 50 kilogrammes.

C. Any delivery operator which does not apply the standards in article 11A, or which is willing to accept oversize items or overweight items as provided for in article 11B, shall notify the EMS Unit of the UPU International Bureau, for publication in the EMS Operational Guide, of the size and weight limits it applies for inbound EMS items.

Article 12
Treatment of items wrongly accepted

A. When an item containing an article prohibited under article 10 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the operator establishing its presence.

B. When the weight or the dimensions of an item exceed the limits defined in article 11 and the regulations of the delivery operator do not permit delivery, it shall be treated as an undeliverable item and the procedures specified in article 3.6 of the Procedures shall be applied. If, however, the regulations of the delivery operator do permit the delivery of EMS items exceeding the weight or size limits defined in article 11, the item should be delivered to the addressee. In such cases, the delivery operator shall be entitled to claim a supplementary charge, the amount of which shall be published in the EMS Operational Guide. This amount shall not exceed 50% of the normal delivery payment rate.

C. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the origin operator shall be informed how the item was dealt with and of the restriction or prohibition which required such treatment. The E2 Verification Note (Annex 3 of the Procedures) may be used for this purpose. Additional charges incurred by the delivery operator in the treatment of such items shall be borne by the origin operator.

Article 13
Items arriving out of course and to be redirected

A. EMS items arriving out of course shall be redirected to their final destination by the same route as is used by the transit operator to send its own items. The transport costs shall be reimbursed by the origin operator in accordance with the Procedures.

B. For forwarding items misdirected to the delivery operator by the origin operator, the origin operator shall pay the delivery operator the cost of transportation.

C. Neither the delivery operator nor the origin operator shall be responsible for the cost of returning items sent in error by the sender, or items misdirected by the sender to the addressee. Any costs associated with the return of such items shall normally be the responsibility of the sender unless the addressee opts to pay for their return.

Article 14
Undeliverable items

Undeliverable items shall be treated by delivery operators in accordance with article 3.6.4 of the Procedures and disposed of accordingly.

Article 15
Inquiries

A. Delivery operators shall make suitable arrangements for the prompt treatment of inquiries relating to inward EMS items from origin operators, senders or addressees, in accordance with article 10.3 of the Procedures.

B. Inquiries shall be accepted only within a period of four months from the date of posting of the item. C.

This article does not authorize routine requests for confirmation of delivery.

Article 16
Reporting requirements

A. All delivery operators which have tracking systems shall record in electronic form and transmit to the origin operator, via the GXS or POST*Net networks, the tracking event data specified in the Procedures at the required times.

B. EMS operators shall make event data transmitted available to a third party designated by the EMS Cooperative for the purpose of monitoring quality of service performance and the quality of the event data.

C. All EMS operators shall agree to receive all tracking event messages transmitted to them by all other parties to this Agreement.

D. The format and message syntax to be used in the exchange of EMS event data between operators shall be those specified in article 9.1 (9.1.1 to 9.1.7 of the Procedures).

Article 17
Quality control and improvement

A. EMS operators shall make every possible effort to improve their achievement of service standards, including maintaining a quality control programme.

B. Delivery operators shall cooperate with origin operators when they test the quality of the service rendered by the delivery operator.

C. All parties to this Agreement are jointly committed to ensuring that the required service levels are provided in accordance with the terms and conditions of the Agreement and its Procedures. Furthermore, the parties are committed to developing the service jointly where possible with the goal of improving the quality of service, reducing costs incurred in providing the service and any other process improvements to the mutual benefit of the parties.

Article 18
Delivery payment systems and rates

A. Terminal dues and internal air conveyance as defined in the Universal Postal Convention shall not apply to EMS items.

B. Each delivery operator shall establish a delivery payment system (based on the gross imbalance of EMS traffic), and shall publish a unique rate for EMS items (or separate unique rates according to category for documents and merchandise, respectively) corresponding to the costs of the service and to the principles adopted by the EMS Cooperative as the basis for inter-operator charging. These rates shall be notified to the EMS Unit for publication in the EMS Operational Guide.

C. Each delivery operator may vary its delivery payment rate or rates when such a variation is necessary owing to a change in the cost of services. A delivery operator may also introduce changes in its delivery payment system, provided that such changes conform to the principles adopted by the EMS Cooperative for inter-operator charging.

D. Any such changes in delivery payment rates or systems may only be implemented by delivery operators under the following conditions:

i Any proposed increase shall be notified to the EMS Unit by 31 August in the year preceding its introduction, so that the EMS Unit may notify operators of all such changes by 30 September.

ii Higher rates or new payment systems may only be implemented on the first day of the year (1 January) following their timely notification to the EMS Unit.

iii Any proposed decrease can be notified to the EMS Unit at any time and will be introduced the first day of the calendar quarter following notification.

Article 19
Accounting and settlement

All EMS operators shall give preference to apply the accounting rules and procedures for inter-operator settlements prescribed in the EMS Pay-for-performance Plan (article 12.1 of the Procedures) and published on the EMS Cooperative website (www.ems.post).

In the case that the pay-for-performance cannot be applied, EMS operators shall apply the accounting rules and procedures for inter-operator settlements prescribed in articles 12.2 and 12.3 of the Procedures.

Article 20
Charges and fees to be collected from the addressee

A. Each delivery operator shall be authorized to collect from the addressee the customs duty and any other applicable non-postal fees payable on each item it delivers, and to charge for the collection of such fees. Delivery operators shall indicate what kind of charges they will collect from addressees prior to the conclusion of this Agreement. Any standard non-postal fees or postal charges for collection should be notified in the EMS Operational Guide.

B. EMS operators may collect only the rates, charges, and fees provided for in this Agreement and published in the EMS Operational Guide.

Article 21
Protection of EMS items

A. The delivery operator shall protect and safeguard EMS items from loss, depredation or damage while they are in its custody or control. The delivery operator shall prevent unauthorized persons from having access to EMS items. The delivery operator shall transport EMS items on the ground and in the air in securely closed containers, or vehicles.

B. The delivery operator shall, except as otherwise specifically required by law, preserve the secrecy of correspondence contained in EMS items.

Article 22
Data protection

The delivery operator shall not disclose or use, except in the performance of this Agreement or as required by law, the name or address of any EMS sender or addressee obtained in the performance of this Agreement without the written approval of the origin operator.

Article 23
Delivery irregularities

Except as otherwise provided in this Agreement, the following actions or failures to act by the delivery operator are irregularities under this Agreement:

i *Refusal*

Refusal or failure to accept EMS items as specified in this Agreement.

ii *Misdirection*

Misdirecting an EMS item to a destination other than that to which it is addressed, unless the misdirection is the result of following directions placed on a receptacle by the origin operator.

iii *Delayed delivery*

Failure to tender EMS items to the addressee for delivery in accordance with the measurable service standards defined in the EMS Operational Guide and validated by the EMS Cooperative.

iv *Failure to protect*

Failure to protect and safeguard EMS items from depredation or other hazards while in the delivery operator's custody or control. This includes failure to prevent unauthorized persons from having access to EMS items, and failure to transport EMS items on the ground or in the air in securely closed containers or other vehicles.

v *Failure to report*

Failure to transmit tracking or delivery status data as required by article 16 of this Agreement and articles 3.7 and 9.2 of the Procedures, unless it is impossible to transmit such data for reasons beyond the control of the delivery operator.

vi *Failure to respond*

Failure to respond to inquiries from origin operators within the period of time specified in article 10.3 of the Procedures.

vii *Failure to return*

Failure to promptly return undeliverable items within three days after the expiry of the holding period as specified in article 3.6.4 of the Procedures.

Article 24
Subcontracting

A. The delivery operator may subcontract work associated with customs clearance, transport or delivery of EMS items provided that the terms and conditions of this Agreement and its Procedures are fully observed and fulfilled.

B. Payment of any subcontractor shall be the sole responsibility of the delivery operator.

Article 25
Emergencies

Nothing herein shall prohibit the delivery operator from taking temporary measures to maintain service in emergencies. In such circumstances, notification of the nature of the emergency liable to disrupt EMS service and details of any material measures taken by the delivery operator shall be notified to the EMS Unit by telephone, e-mail or fax within 24 hours of such action being taken. The probable duration of the emergency should also be advised where possible. The same procedure shall be applied when the suspended EMS services are resumed after the conclusion of the emergency.

Article 26
Suspension of Agreement

A. If a delivery operator is unable to perform this Agreement in whole or in part, for reasons beyond its control, such as force majeure or acts of governments or governmental agencies (does not include disputes between the delivery operator and airport authorities or noise abatement restrictions), the Agreement may be suspended by the delivery operator, in whole or in part, for such reasonable time as it takes for service to be restored. Any other article of this Agreement notwithstanding, an origin operator may obtain alternative services from a third party during periods when a delivery operator is unable to perform this Agreement (see also C below).

B. Any delivery operator suspending the Agreement in such circumstances shall inform other EMS operators concerned and the EMS Unit of such suspension and of the resumption of service within 24 hours of such action being taken. Notification should be by telephone, e-mail or fax.

C. An origin operator may also at any time obtain alternative services from a third party when – in its opinion – a delivery operator is incapable of providing an acceptable EMS delivery service, either as a result of inadequate published standards or pattern of service, or of delivery irregularities as specified in article 23 above. In such cases, an origin operator shall immediately inform the EMS Unit and the

delivery operator of the action taken and of the reasons for it, so that the EMS Board may consider whether action under article 33 of the Agreement is required.

Article 27
Application of the UPU Convention

The Parties acknowledge that, in accordance with Article RL 251 of the UPU Letter Post Regulations, to which their countries are parties, aspects of EMS not expressly governed by this Agreement or its regulations are subject to the appropriate provisions of the Acts of the Universal Postal Union.

Article 28
Detailed Procedures

Details of implementation of this Agreement shall be governed by its Procedures.

Article 29
Additional rules and regulations

Each EMS operator shall be authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Procedures.

Article 30
Entire Agreement

This Agreement shall constitute the entire Agreement between the parties for the provision of this service. Any prior understanding or representation between signatories to this Agreement, which precedes the date of this Agreement and concerns the provision of this service (to include any commercial law agreements between the parties, but not any agreements purporting to be executed under international law) shall not be binding upon either party except to the extent incorporated in this Agreement.

Article 31
Arbitration

Any dispute arising between signatory EMS operators concerning the interpretation or application of this Agreement and its Procedures which cannot be resolved by the operators concerned to their mutual satisfaction shall be settled by arbitration. The arbitrators shall be two nominated members of the EMS Cooperative Board (excluding any Board member whose EMS operator may be a party to the dispute) and the Head of the EMS Unit, assisted by the UPU Legal Advisor in an advisory capacity (non-voting).

Article 32
Entry into force and duration

This Agreement shall enter into force on the date mutually agreed upon by the EMS operators, after it is signed by the authorized representatives of the operators.

Any EMS operator may withdraw from the Agreement by providing six months' notice to the EMS Unit.

Article 33
Failure to comply with Agreement

A. Operators which have signed this Agreement, but which subsequently fail to meet the eligibility criteria set out in article 5 within the time limits specified – or which have ceased for a period of at least three months to meet these criteria – will be asked by the EMS Unit to provide reasons for this failure and a

guarantee to remedy the deficiencies identified within a specified time-span (not exceeding two months).

B. Delivery operators which are consistently responsible for irregularities as specified in article 23 of the Agreement may also be required by the EMS Unit to explain the reasons for such failures.

C. The case of any operator failing to comply with the terms of the Agreement with regard to eligibility (A above), or responsible for repeated irregularities (B above), shall be drawn to the attention of the EMS Cooperative Board by the EMS Unit for consideration at its next meeting.

D. In such cases, the Board shall decide:

i whether the operator in question should continue to be considered an eligible signatory to the Agreement;

ii that, where appropriate, a solicitation should be launched by the EMS Cooperative to find an EMS delivery partner able to provide the facilities and standards of service require.

Article 34 Nature of Agreement

Both signatories acknowledge that this instrument sets out the terms and conditions of a mail exchange arrangement and is not an agreement entered into or subject to international law. This Agreement is only binding on the signatories and it is not binding on their governments.

Article 35 Notice Concerning U.S. Postal Service Regulatory Filings

The Parties acknowledge that as part of ongoing legal transparency or data filing requirements, or as part of any requirements to secure regulatory approval of this Agreement, the Agreement and any supporting documentation related to it may be filed with the U.S. Postal Regulatory Commission ("Commission"), which may establish a docketed proceeding in certain contexts for consideration of the Agreement or information related to the Agreement. The Party executing this agreement other than the U.S. Postal Service (hereinafter the "counterparty") authorizes the U.S. Postal Service to determine the scope of information that must be made publicly available under U.S. law in any Commission docketed proceeding. The counterparty further understands that any unredacted portion of the Agreement or supporting information will be available on the Commission's public website, www.prc.gov. In addition, the U.S. Postal Service may file information in connection with this instrument (including revenue, cost, or volume data) in other Commission dockets. The counterparty 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 on the Commission's website: www.prc.gov/Docs/63/63467/Order225.pdf. At the request of the counterparty, the U.S. Postal Service will notify the counterparty of any docket number of the Commission proceeding if one is assigned.

Attachment 2

EMS Standard Agreement – Bilateral Agreement Signatory Page

The undersigned EMS operators A and B hereby undertake to adopt the EMS Standard Agreement and its Procedures as the basis for the exchange of EMS items between EMS operators in accordance with the Letter Post Regulations – Section L – Article 14 of the Universal Postal Convention (Nairobi 2008).

However, as provided in article 3 of the Agreement, the EMS operator intends to formally base the exchange of international EMS items with other signatories (and non-signatories) on bilateral agreements/contracts, which shall, as far as possible, be in the standard form specified in the articles below. Any such bilateral agreements should be notified to the EMS Unit (see table below), as specified in article 3C of the Agreement.

Article 1: Purpose of the Agreement

The purpose of the Agreement shall be to establish mutually agreed terms and conditions for the exchange of EMS items between the undersigned EMS operators A and B.

Article 2: Operation of the EMS service

The exchange of EMS items between the contracting parties to this Agreement shall take place in accordance with the terms of the EMS Cooperative's Standard Agreement and its Procedures, as adopted and amended from time to time by the EMS Cooperative. The contracting parties agree to implement EMS service between them on the basis of the conditions established in that Agreement, and to apply the standards set out or referred to therein.

Article 3: Entry into force and duration

This Agreement shall enter into force on the date mutually agreed upon by the undersigned EMS operators A and B and shall remain in force until further notice.

Table – Differences applied and article references

Indicate below which articles of the EMS Standard Agreement provide the reference base for the bilateral agreement and add a description of the bilateral change agreed:

Article reference in the EMS Standard Agreement	Description of agreed change related to the EMS Standard Agreement to be applied on bilateral basis between the EMS Operators A and B signatories of the EMS Standard Agreement
9	This Article and all related Regulations concerning liability do not apply.
10 A	The parties acknowledge that, in accordance with Article RL 251 of the UPU Letter Post Regulations, to which their countries are parties, certain provisions of the UPU Convention concerning prohibitions provide limitations on the insertion of articles in EMS items.
27	The Parties acknowledge that, in accordance with Article RL 251 of the UPU Letter Post Regulations, to which their countries are parties, aspects of EMS not expressly governed by this Agreement or its regulations are subject to the appropriate provisions of the Acts of the Universal Postal Union.
30	This Agreement shall constitute the entire Agreement between the parties for the provision of this service. Any prior understanding or representation between signatories to this Agreement, which precedes the date of this Agreement and concerns the provision of this service (to include any commercial law agreements between the parties, but not any agreements purporting to be executed under international law) shall not be binding upon either party except to the extent incorporated in this Agreement.
33	Add Article 33: Both signatories acknowledge that this instrument sets out the terms and conditions of a mail exchange arrangement and is not an agreement entered into or subject to international law. This Agreement is only binding on the signatories and it is not binding on their governments.
34	Add Article 34: The Parties acknowledge that as part of ongoing legal transparency or data filing requirements, or as part of any requirements to secure regulatory approval of this Agreement, the Agreement and any supporting documentation related to it may be filed with the U.S. Postal Regulatory Commission ("Commission"), which may establish a docketed proceeding in certain contexts for consideration of the Agreement or information related to the Agreement. The Party executing this agreement other than the U.S. Postal Service (hereinafter the "counterparty") authorizes the U.S. Postal Service to determine the scope of information that must be made publicly available under U.S. law in any Commission docketed proceeding. The counterparty further understands that any unredacted portion of the Agreement or supporting information will be available on the Commission's public website, www.prc.gov. In addition, the U.S. Postal Service may file information in connection with this instrument (including revenue, cost, or volume data) in other Commission dockets. The counterparty 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 on the Commission's website: www.prc.gov/Docs/63/63467/Order225.pdf. At the request of the counterparty, the U.S. Postal Service will notify the counterparty of any docket number of the Commission proceeding if one is assigned.

EMS operators entering the Agreement:

A. EMS operator: United States Postal Service

Signature of authorized official: Lea Emerson

Title: Executive Director, International Postal Affairs

Date: May 6, 2014

B. EMS operator:

Signature of authorized official:

Title:

Date:

Date of application:

Indicate below the date for your application of the EMS Standard Agreement:

Day	Month	Year
01	June	2014

Please send a copy to:

EMS Unit
UPU International Bureau
P.O. Box 312
3000 BERNE 15
SWITZERLAND

Fax: +41 31 351 52 00
E-mail: EMS.Unit@upu.int

UNIVERSAL
POSTAL UNION

EMS Standard Agreement

EMS Standard Agreement on the international exchange of EMS items between EMS postal operators

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Preamble

The list of EMS operators published on the EMS Cooperative website (www.ems.post) have adopted this Agreement and its Procedures as the basis for the exchange of EMS items between EMS operators in accordance with the Letter Post Regulations – Section L – Article 14 – item 1.2. This Agreement for the exchange of EMS items, accepted by all EMS Cooperative members and those non-members which are signatories to it, shall normally form the legal basis for the exchange of EMS items between the signatories, without any further requirement (except as provided in article 3 below).

Article 1
Purpose of the Agreement

The purpose of this Agreement is to establish the terms and conditions, including detailed procedures, which shall entirely govern the exchange of EMS items between its signatory parties (list of signatories published on the EMS Cooperative website (www.ems.post).

Article 2
Definitions

As used herein, the following terms shall have the indicated meanings:

A. "EMS items" means mail items as defined by the Letter Post Regulations – Section L, article 14.1.2. An EMS item may contain documents and/or merchandise.

B. "EMS operator" means the entity authorized by a UPU member country to provide EMS service in its territory. "Origin operator" is used in the Agreement to designate an EMS operator which has tendered an item or dispatch to another operator for delivery. "Delivery operator" is used in the Agreement to designate an EMS operator which has accepted an EMS item or dispatch from another operator for delivery.

C. "Convention" means the Universal Postal Convention adopted from time to time by the Congress of the Universal Postal Union

D. "Procedures" means those articles setting out procedures and other information relevant to the implementation of this Agreement by EMS operators (i.e. articles 2.1 to 16 of the Procedures).

E. "Receptacle" means a bag, sack, container or other device in which EMS items are enclosed.

F. "Dispatch" means one or more receptacles containing EMS items tendered collectively by the origin operator to the delivery operator.

G. "Rugby system for international inquiries" means the Internet-based system used by EMS Cooperative members to make inquiries concerning the status of EMS items.

H. "EMS Pay-for-Performance Plan" means the plan used by EMS Cooperative members to link quality of service with payment.

I. "Force majeure" means the force majeure rules as established by the EMS Cooperative.

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A. Should any EMS operator which is a signatory to this agreement wish – for legal, regulatory or commercial reasons – to formally base the exchange of international EMS items on bilateral agreements/contracts with certain other signatories, it may do so provided that any such bilateral agreements are as far as possible in the standard form specified in Attachment 2 to this Agreement in order to ensure that all international exchanges of EMS items between the signatories to this Agreement are entirely based on its articles and procedures.

B. Signatories to this Agreement should also – as far as possible – use the concise standard bilateral agreement specified in Attachment 2 as the basis for the exchange of EMS items with non-signatories

to this agreement with the aim of maximizing the coverage of the standardized EMS service provided in accordance with the terms of this Agreement.

C. Any proposed bilateral agreements on EMS between signatories to this Agreement should be notified to the EMS Unit, which should be informed of any provisions of such agreements which are different from or additional to those included in this Agreement and its Procedures.

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Revision of the Agreement

A. The EMS Cooperative, as the structure charged initially by 1999 Beijing Congress resolution C 83/1999 "*to assume full competence for all operational, commercial, technical and economic matters concerning EMS*", and confirmed by Nairobi Congress resolution C 51/2008, may make additions or amendments to this Agreement and its Procedures through its annual General Assembly or in other ways prescribed in the Statutes of the EMS Cooperative.

B. Such changes shall normally become effective on the first day of the calendar year following their adoption by the Cooperative.

C. Any signatory to this Agreement which finds that it is unable to implement or to comply with the amended Agreement may withdraw from the date of the implementation of the changes. Advance notice of its intention to withdraw from the Agreement should normally be provided by the operator concerned to the EMS Unit at least one month beforehand.

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Any EMS operator which provides an inward and/or outward international EMS service shall be eligible to be a signatory to this Agreement, provided that it fulfils the following requirements:

i In the case of an EMS operator providing an outward international EMS service, use of the UPU's standard EMS identifier and barcode and the EMS logo on all its outward EMS items.

ii Provision to the EMS Unit up-to-date entry for the EMS Operational Guide and maintenance thereof. iii

Possession and continuous operation of an EMS tracking system.

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Both origin and delivery operators shall faithfully perform each of the tasks assigned to them in the Agreement and its Procedures.

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All EMS operators shall regularly furnish and keep up to date all information required by the EMS Unit for their entries in the EMS Operational Guide.

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A. Delivery operators shall establish a scheduled pattern of service for inward EMS items, on the basis of delivery zones and location indicators (as defined in article 3.9 of the Procedures), and shall publish EMS delivery standards for incoming EMS dispatches in the EMS Operational Guide for each of their designated EMS offices of exchange.

B. The pattern of service established by delivery operators, and the associated delivery standards published in the EMS Operational Guide, are to be considered as a minimum and the delivery operator shall endeavour to improve them whenever possible.

C. Updated standards shall be regularly submitted by the delivery operator to the EMS Unit of the International Bureau for publication in the EMS Operational Guide.

Article 9 (omitted)

Article 10
Prohibitions

A. The parties acknowledge that, in accordance with Article RL 251 of the UPU Letter Post Regulations, to which their countries are parties, certain provisions of the UPU Convention concerning prohibitions provide limitations on the insertion of articles in EMS items.

B. Each delivery operator shall communicate to the UPU International Bureau, for publication in the UPU List of Prohibited Articles, IB circulars or the EMS Operational Guide, necessary information concerning customs or other regulations affecting inward EMS items as well as prohibitions or restrictions governing the entry of postal items in its service.

C. Origin operators shall inform customers of prohibitions applicable to the insertion of articles in EMS items as provided for in the UPU Convention and List of Prohibited Articles, and by the legislation of the country of origin and of destination.

D. Origin operators shall inform EMS customers that it is prohibited to enclose coins, banknotes, currency notes or securities of any kind payable to the bearer, travellers' cheques, platinum, gold or silver, precious stones, jewels or other valuable articles in uninsured EMS items. Radioactive materials, perishable biological substances and infectious substances defined in the UPU Convention shall not be admitted in the EMS service.

Article 11
Limits of weight and size

A. EMS items shall be admitted up to a maximum weight of 30 kilogrammes. In addition, EMS items shall not normally exceed 1.50 metres for any one dimension or three metres for the sum of the length and the greatest circumference measured in a direction other than length.

B. The exchange of EMS items whose individual weight exceeds 30 kilogrammes shall be optional, at the discretion of delivery operators, with a maximum weight of 50 kilogrammes.

C. Any delivery operator which does not apply the standards in article 11A, or which is willing to accept oversize items or overweight items as provided for in article 11B, shall notify the EMS Unit of the UPU International Bureau, for publication in the EMS Operational Guide, of the size and weight limits it applies for inbound EMS items.

Article 12
Treatment of items wrongly accepted

A. When an item containing an article prohibited under article 10 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the operator establishing its presence.

B. When the weight or the dimensions of an item exceed the limits defined in article 11 and the regulations of the delivery operator do not permit delivery, it shall be treated as an undeliverable item and the procedures specified in article 3.6 of the Procedures shall be applied. If, however, the regulations of the delivery operator do permit the delivery of EMS items exceeding the weight or size limits defined in article 11, the item should be delivered to the addressee. In such cases, the delivery operator shall be entitled to claim a supplementary charge, the amount of which shall be published in the EMS Operational Guide. This amount shall not exceed 50% of the normal delivery payment rate.

C. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the origin operator shall be informed how the item was dealt with and of the restriction or prohibition which required such treatment. The E2 Verification Note (Annex 3 of the Procedures) may be used for this purpose. Additional charges incurred by the delivery operator in the treatment of such items shall be borne by the origin operator.

Article 13
Items arriving out of course and to be redirected

A. EMS items arriving out of course shall be redirected to their final destination by the same route as is used by the transit operator to send its own items. The transport costs shall be reimbursed by the origin operator in accordance with the Procedures.

B. For forwarding items misdirected to the delivery operator by the origin operator, the origin operator shall pay the delivery operator the cost of transportation.

C. Neither the delivery operator nor the origin operator shall be responsible for the cost of returning items sent in error by the sender, or items misdirected by the sender to the addressee. Any costs associated with the return of such items shall normally be the responsibility of the sender unless the addressee opts to pay for their return.

Article 14
Undeliverable items

Undeliverable items shall be treated by delivery operators in accordance with article 3.6.4 of the Procedures and disposed of accordingly.

Article 15
Inquiries

A. Delivery operators shall make suitable arrangements for the prompt treatment of inquiries relating to inward EMS items from origin operators, senders or addressees, in accordance with article 10.3 of the Procedures.

B. Inquiries shall be accepted only within a period of four months from the date of posting of the item. C.

This article does not authorize routine requests for confirmation of delivery.

Article 16
Reporting requirements

A. All delivery operators which have tracking systems shall record in electronic form and transmit to the origin operator, via the GXS or POST*Net networks, the tracking event data specified in the Procedures at the required times.

B. EMS operators shall make event data transmitted available to a third party designated by the EMS Cooperative for the purpose of monitoring quality of service performance and the quality of the event data.

C. All EMS operators shall agree to receive all tracking event messages transmitted to them by all other parties to this Agreement.

D. The format and message syntax to be used in the exchange of EMS event data between operators shall be those specified in article 9.1 (9.1.1 to 9.1.7 of the Procedures).

Article 17
Quality control and improvement

A. EMS operators shall make every possible effort to improve their achievement of service standards, including maintaining a quality control programme.

B. Delivery operators shall cooperate with origin operators when they test the quality of the service rendered by the delivery operator.

C. All parties to this Agreement are jointly committed to ensuring that the required service levels are provided in accordance with the terms and conditions of the Agreement and its Procedures. Furthermore, the parties are committed to developing the service jointly where possible with the goal of improving the quality of service, reducing costs incurred in providing the service and any other process improvements to the mutual benefit of the parties.

Article 18
Delivery payment systems and rates

A. Terminal dues and internal air conveyance as defined in the Universal Postal Convention shall not apply to EMS items.

B. Each delivery operator shall establish a delivery payment system (based on the gross imbalance of EMS traffic), and shall publish a unique rate for EMS items (or separate unique rates according to category for documents and merchandise, respectively) corresponding to the costs of the service and to the principles adopted by the EMS Cooperative as the basis for inter-operator charging. These rates shall be notified to the EMS Unit for publication in the EMS Operational Guide.

C. Each delivery operator may vary its delivery payment rate or rates when such a variation is necessary owing to a change in the cost of services. A delivery operator may also introduce changes in its delivery payment system, provided that such changes conform to the principles adopted by the EMS Cooperative for inter-operator charging.

D. Any such changes in delivery payment rates or systems may only be implemented by delivery operators under the following conditions:

i Any proposed increase shall be notified to the EMS Unit by 31 August in the year preceding its introduction, so that the EMS Unit may notify operators of all such changes by 30 September.

ii Higher rates or new payment systems may only be implemented on the first day of the year (1 January) following their timely notification to the EMS Unit.

iii Any proposed decrease can be notified to the EMS Unit at any time and will be introduced the first day of the calendar quarter following notification.

Article 19
Accounting and settlement

All EMS operators shall give preference to apply the accounting rules and procedures for inter-operator settlements prescribed in the EMS Pay-for-performance Plan (article 12.1 of the Procedures) and published on the EMS Cooperative website (www.ems.post).

In the case that the pay-for-performance cannot be applied, EMS operators shall apply the accounting rules and procedures for inter-operator settlements prescribed in articles 12.2 and 12.3 of the Procedures.

Article 20
Charges and fees to be collected from the addressee

A. Each delivery operator shall be authorized to collect from the addressee the customs duty and any other applicable non-postal fees payable on each item it delivers, and to charge for the collection of such fees. Delivery operators shall indicate what kind of charges they will collect from addressees prior to the conclusion of this Agreement. Any standard non-postal fees or postal charges for collection should be notified in the EMS Operational Guide.

B. EMS operators may collect only the rates, charges, and fees provided for in this Agreement and published in the EMS Operational Guide.

Article 21
Protection of EMS items

A. The delivery operator shall protect and safeguard EMS items from loss, depredation or damage while they are in its custody or control. The delivery operator shall prevent unauthorized persons from having access to EMS items. The delivery operator shall transport EMS items on the ground and in the air in securely closed containers, or vehicles.

B. The delivery operator shall, except as otherwise specifically required by law, preserve the secrecy of correspondence contained in EMS items.

Article 22
Data protection

The delivery operator shall not disclose or use, except in the performance of this Agreement or as required by law, the name or address of any EMS sender or addressee obtained in the performance of this Agreement without the written approval of the origin operator.

Article 23
Delivery irregularities

Except as otherwise provided in this Agreement, the following actions or failures to act by the delivery operator are irregularities under this Agreement:

i *Refusal*

Refusal or failure to accept EMS items as specified in this Agreement.

ii *Misdirection*

Misdirecting an EMS item to a destination other than that to which it is addressed, unless the misdirection is the result of following directions placed on a receptacle by the origin operator.

iii *Delayed delivery*

Failure to tender EMS items to the addressee for delivery in accordance with the measurable service standards defined in the EMS Operational Guide and validated by the EMS Cooperative.

iv *Failure to protect*

Failure to protect and safeguard EMS items from depredation or other hazards while in the delivery operator's custody or control. This includes failure to prevent unauthorized persons from having access to EMS items, and failure to transport EMS items on the ground or in the air in securely closed containers or other vehicles.

v *Failure to report*

Failure to transmit tracking or delivery status data as required by article 16 of this Agreement and articles 3.7 and 9.2 of the Procedures, unless it is impossible to transmit such data for reasons beyond the control of the delivery operator.

vi *Failure to respond*

Failure to respond to inquiries from origin operators within the period of time specified in article 10.3 of the Procedures.

vii *Failure to return*

Failure to promptly return undeliverable items within three days after the expiry of the holding period as specified in article 3.6.4 of the Procedures.

Article 24
Subcontracting

A. The delivery operator may subcontract work associated with customs clearance, transport or delivery of EMS items provided that the terms and conditions of this Agreement and its Procedures are fully observed and fulfilled.

B. Payment of any subcontractor shall be the sole responsibility of the delivery operator.

Article 25
Emergencies

Nothing herein shall prohibit the delivery operator from taking temporary measures to maintain service in emergencies. In such circumstances, notification of the nature of the emergency liable to disrupt EMS service and details of any material measures taken by the delivery operator shall be notified to the EMS Unit by telephone, e-mail or fax within 24 hours of such action being taken. The probable duration of the emergency should also be advised where possible. The same procedure shall be applied when the suspended EMS services are resumed after the conclusion of the emergency.

Article 26
Suspension of Agreement

A. If a delivery operator is unable to perform this Agreement in whole or in part, for reasons beyond its control, such as force majeure or acts of governments or governmental agencies (does not include disputes between the delivery operator and airport authorities or noise abatement restrictions), the Agreement may be suspended by the delivery operator, in whole or in part, for such reasonable time as it takes for service to be restored. Any other article of this Agreement notwithstanding, an origin operator may obtain alternative services from a third party during periods when a delivery operator is unable to perform this Agreement (see also C below).

B. Any delivery operator suspending the Agreement in such circumstances shall inform other EMS operators concerned and the EMS Unit of such suspension and of the resumption of service within 24 hours of such action being taken. Notification should be by telephone, e-mail or fax.

C. An origin operator may also at any time obtain alternative services from a third party when – in its opinion – a delivery operator is incapable of providing an acceptable EMS delivery service, either as a result of inadequate published standards or pattern of service, or of delivery irregularities as specified in article 23 above. In such cases, an origin operator shall immediately inform the EMS Unit and the

delivery operator of the action taken and of the reasons for it, so that the EMS Board may consider whether action under article 33 of the Agreement is required.

Article 27
Application of the UPU Convention

The Parties acknowledge that, in accordance with Article RL 251 of the UPU Letter Post Regulations, to which their countries are parties, aspects of EMS not expressly governed by this Agreement or its regulations are subject to the appropriate provisions of the Acts of the Universal Postal Union.

Article 28
Detailed Procedures

Details of implementation of this Agreement shall be governed by its Procedures.

Article 29
Additional rules and regulations

Each EMS operator shall be authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Procedures.

Article 30
Entire Agreement

This Agreement shall constitute the entire Agreement between the parties for the provision of this service. Any prior understanding or representation between signatories to this Agreement, which precedes the date of this Agreement and concerns the provision of this service (to include any commercial law agreements between the parties, but not any agreements purporting to be executed under international law) shall not be binding upon either party except to the extent incorporated in this Agreement.

Article 31
Arbitration

Any dispute arising between signatory EMS operators concerning the interpretation or application of this Agreement and its Procedures which cannot be resolved by the operators concerned to their mutual satisfaction shall be settled by arbitration. The arbitrators shall be two nominated members of the EMS Cooperative Board (excluding any Board member whose EMS operator may be a party to the dispute) and the Head of the EMS Unit, assisted by the UPU Legal Advisor in an advisory capacity (non-voting).

Article 32
Entry into force and duration

This Agreement shall enter into force on the date mutually agreed upon by the EMS operators, after it is signed by the authorized representatives of the operators.

Any EMS operator may withdraw from the Agreement by providing six months' notice to the EMS Unit.

Article 33
Failure to comply with Agreement

A. Operators which have signed this Agreement, but which subsequently fail to meet the eligibility criteria set out in article 5 within the time limits specified – or which have ceased for a period of at least three months to meet these criteria – will be asked by the EMS Unit to provide reasons for this failure and a

guarantee to remedy the deficiencies identified within a specified time-span (not exceeding two months).

B. Delivery operators which are consistently responsible for irregularities as specified in article 23 of the Agreement may also be required by the EMS Unit to explain the reasons for such failures.

C. The case of any operator failing to comply with the terms of the Agreement with regard to eligibility (A above), or responsible for repeated irregularities (B above), shall be drawn to the attention of the EMS Cooperative Board by the EMS Unit for consideration at its next meeting.

D. In such cases, the Board shall decide:

i whether the operator in question should continue to be considered an eligible signatory to the Agreement;

ii that, where appropriate, a solicitation should be launched by the EMS Cooperative to find an EMS delivery partner able to provide the facilities and standards of service require.

Article 34 Nature of Agreement

Both signatories acknowledge that this instrument sets out the terms and conditions of a mail exchange arrangement and is not an agreement entered into or subject to international law. This Agreement is only binding on the signatories and it is not binding on their governments.

Article 35 Notice Concerning U.S. Postal Service Regulatory Filings

The Parties acknowledge that as part of ongoing legal transparency or data filing requirements, or as part of any requirements to secure regulatory approval of this Agreement, the Agreement and any supporting documentation related to it may be filed with the U.S. Postal Regulatory Commission ("Commission"), which may establish a docketed proceeding in certain contexts for consideration of the Agreement or information related to the Agreement. The Party executing this agreement other than the U.S. Postal Service (hereinafter the "counterparty") authorizes the U.S. Postal Service to determine the scope of information that must be made publicly available under U.S. law in any Commission docketed proceeding. The counterparty further understands that any unredacted portion of the Agreement or supporting information will be available on the Commission's public website, www.prc.gov. In addition, the U.S. Postal Service may file information in connection with this instrument (including revenue, cost, or volume data) in other Commission dockets. The counterparty 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 on the Commission's website: www.prc.gov/Docs/63/63467/Order225.pdf. At the request of the counterparty, the U.S. Postal Service will notify the counterparty of any docket number of the Commission proceeding if one is assigned.

Attachment 2

EMS Standard Agreement – Bilateral Agreement Signatory Page

The undersigned EMS operators A and B hereby undertake to adopt the EMS Standard Agreement and its Procedures as the basis for the exchange of EMS items between EMS operators in accordance with the Letter Post Regulations – Section L – Article 14 of the Universal Postal Convention (Nairobi 2008).

However, as provided in article 3 of the Agreement, the EMS operator intends to formally base the exchange of international EMS items with other signatories (and non-signatories) on bilateral agreements/contracts, which shall, as far as possible, be in the standard form specified in the articles below. Any such bilateral agreements should be notified to the EMS Unit (see table below), as specified in article 3C of the Agreement.

Article 1: Purpose of the Agreement

The purpose of the Agreement shall be to establish mutually agreed terms and conditions for the exchange of EMS items between the undersigned EMS operators A and B.

Article 2: Operation of the EMS service

The exchange of EMS items between the contracting parties to this Agreement shall take place in accordance with the terms of the EMS Cooperative's Standard Agreement and its Procedures, as adopted and amended from time to time by the EMS Cooperative. The contracting parties agree to implement EMS service between them on the basis of the conditions established in that Agreement, and to apply the standards set out or referred to therein.

Article 3: Entry into force and duration

This Agreement shall enter into force on the date mutually agreed upon by the undersigned EMS operators A and B and shall remain in force until further notice.

Table – Differences applied and article references

Indicate below which articles of the EMS Standard Agreement provide the reference base for the bilateral agreement and add a description of the bilateral change agreed:

Article reference in the EMS Standard Agreement	Description of agreed change related to the EMS Standard Agreement to be applied on bilateral basis between the EMS Operators A and B signatories of the EMS Standard Agreement
9	This Article and all related Regulations concerning liability do not apply.
10 A	The parties acknowledge that, in accordance with Article RL 251 of the UPU Letter Post Regulations, to which their countries are parties, certain provisions of the UPU Convention concerning prohibitions provide limitations on the insertion of articles in EMS items.
27	The Parties acknowledge that, in accordance with Article RL 251 of the UPU Letter Post Regulations, to which their countries are parties, aspects of EMS not expressly governed by this Agreement or its regulations are subject to the appropriate provisions of the Acts of the Universal Postal Union.
30	This Agreement shall constitute the entire Agreement between the parties for the provision of this service. Any prior understanding or representation between signatories to this Agreement, which precedes the date of this Agreement and concerns the provision of this service (to include any commercial law agreements between the parties, but not any agreements purporting to be executed under international law) shall not be binding upon either party except to the extent incorporated in this Agreement.
33	Add Article 33: Both signatories acknowledge that this instrument sets out the terms and conditions of a mail exchange arrangement and is not an agreement entered into or subject to international law. This Agreement is only binding on the signatories and it is not binding on their governments.
34	Add Article 34: The Parties acknowledge that as part of ongoing legal transparency or data filing requirements, or as part of any requirements to secure regulatory approval of this Agreement, the Agreement and any supporting documentation related to it may be filed with the U.S. Postal Regulatory Commission ("Commission"), which may establish a docketed proceeding in certain contexts for consideration of the Agreement or information related to the Agreement. The Party executing this agreement other than the U.S. Postal Service (hereinafter the "counterparty") authorizes the U.S. Postal Service to determine the scope of information that must be made publicly available under U.S. law in any Commission docketed proceeding. The counterparty further understands that any unredacted portion of the Agreement or supporting information will be available on the Commission's public website, www.prc.gov. In addition, the U.S. Postal Service may file information in connection with this instrument (including revenue, cost, or volume data) in other Commission dockets. The counterparty 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 on the Commission's website: www.prc.gov/Docs/63/63467/Order225.pdf. At the request of the counterparty, the U.S. Postal Service will notify the counterparty of any docket number of the Commission proceeding if one is assigned.

EMS operators entering the Agreement:

A. EMS operator: United States Postal Service

Signature of authorized official: Lea Emerson

Title: Executive Director, International Postal Affairs

Date: May 6, 2014

B. EMS operator: Myanma Posts and Telecommunications

Signature of authorized official: Thwa Myat Thar

Title: Assistant General Manager, International Postal service

Date: June 24 , 2014

Date of application:

Indicate below the date for your application of the EMS Standard Agreement:

Day	Month	Year
24	June	2014

Please send a copy to:

EMS Unit
UPU International Bureau
P.O. Box 312
3000 BERNE 15
SWITZERLAND

Fax: +41 31 351 52 00
E-mail: EMS.Unit@upu.int

UNIVERSAL
POSTAL UNION

EMS Standard Agreement

EMS Standard Agreement on the international exchange of EMS items between EMS postal operators

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Preamble

The list of EMS operators published on the EMS Cooperative website (www.ems.post) have adopted this Agreement and its Procedures as the basis for the exchange of EMS items between EMS operators in accordance with the Letter Post Regulations – Section L – Article 14 – item 1.2. This Agreement for the exchange of EMS items, accepted by all EMS Cooperative members and those non-members which are signatories to it, shall normally form the legal basis for the exchange of EMS items between the signatories, without any further requirement (except as provided in article 3 below).

Article 1
Purpose of the Agreement

The purpose of this Agreement is to establish the terms and conditions, including detailed procedures, which shall entirely govern the exchange of EMS items between its signatory parties (list of signatories published on the EMS Cooperative website (www.ems.post).

Article 2
Definitions

As used herein, the following terms shall have the indicated meanings:

A. "EMS items" means mail items as defined by the Letter Post Regulations – Section L, article 14.1.2. An EMS item may contain documents and/or merchandise.

B. "EMS operator" means the entity authorized by a UPU member country to provide EMS service in its territory. "Origin operator" is used in the Agreement to designate an EMS operator which has tendered an item or dispatch to another operator for delivery. "Delivery operator" is used in the Agreement to designate an EMS operator which has accepted an EMS item or dispatch from another operator for delivery.

C. "Convention" means the Universal Postal Convention adopted from time to time by the Congress of the Universal Postal Union

D. "Procedures" means those articles setting out procedures and other information relevant to the implementation of this Agreement by EMS operators (i.e. articles 2.1 to 16 of the Procedures).

E. "Receptacle" means a bag, sack, container or other device in which EMS items are enclosed.

F. "Dispatch" means one or more receptacles containing EMS items tendered collectively by the origin operator to the delivery operator.

G. "Rugby system for international inquiries" means the Internet-based system used by EMS Cooperative members to make inquiries concerning the status of EMS items.

H. "EMS Pay-for-Performance Plan" means the plan used by EMS Cooperative members to link quality of service with payment.

I. "Force majeure" means the force majeure rules as established by the EMS Cooperative.

Article 3
Bilateral agreements

A. Should any EMS operator which is a signatory to this agreement wish – for legal, regulatory or commercial reasons – to formally base the exchange of international EMS items on bilateral agreements/contracts with certain other signatories, it may do so provided that any such bilateral agreements are as far as possible in the standard form specified in Attachment 2 to this Agreement in order to ensure that all international exchanges of EMS items between the signatories to this Agreement are entirely based on its articles and procedures.

B. Signatories to this Agreement should also – as far as possible – use the concise standard bilateral agreement specified in Attachment 2 as the basis for the exchange of EMS items with non-signatories

to this agreement with the aim of maximizing the coverage of the standardized EMS service provided in accordance with the terms of this Agreement.

C. Any proposed bilateral agreements on EMS between signatories to this Agreement should be notified to the EMS Unit, which should be informed of any provisions of such agreements which are different from or additional to those included in this Agreement and its Procedures.

Article 4
Revision of the Agreement

A. The EMS Cooperative, as the structure charged initially by 1999 Beijing Congress resolution C 83/1999 "*to assume full competence for all operational, commercial, technical and economic matters concerning EMS*", and confirmed by Nairobi Congress resolution C 51/2008, may make additions or amendments to this Agreement and its Procedures through its annual General Assembly or in other ways prescribed in the Statutes of the EMS Cooperative.

B. Such changes shall normally become effective on the first day of the calendar year following their adoption by the Cooperative.

C. Any signatory to this Agreement which finds that it is unable to implement or to comply with the amended Agreement may withdraw from the date of the implementation of the changes. Advance notice of its intention to withdraw from the Agreement should normally be provided by the operator concerned to the EMS Unit at least one month beforehand.

Article 5
Eligibility

Any EMS operator which provides an inward and/or outward international EMS service shall be eligible to be a signatory to this Agreement, provided that it fulfils the following requirements:

i In the case of an EMS operator providing an outward international EMS service, use of the UPU's standard EMS identifier and barcode and the EMS logo on all its outward EMS items.

ii Provision to the EMS Unit up-to-date entry for the EMS Operational Guide and maintenance thereof. iii

Possession and continuous operation of an EMS tracking system.

Article 6
EMS operators' responsibilities

Both origin and delivery operators shall faithfully perform each of the tasks assigned to them in the Agreement and its Procedures.

Article 7
EMS Operational Guide

All EMS operators shall regularly furnish and keep up to date all information required by the EMS Unit for their entries in the EMS Operational Guide.

Article 8
Service standards

A. Delivery operators shall establish a scheduled pattern of service for inward EMS items, on the basis of delivery zones and location indicators (as defined in article 3.9 of the Procedures), and shall publish EMS delivery standards for incoming EMS dispatches in the EMS Operational Guide for each of their designated EMS offices of exchange.

B. The pattern of service established by delivery operators, and the associated delivery standards published in the EMS Operational Guide, are to be considered as a minimum and the delivery operator shall endeavour to improve them whenever possible.

C. Updated standards shall be regularly submitted by the delivery operator to the EMS Unit of the International Bureau for publication in the EMS Operational Guide.

Article 9 (omitted)

Article 10
Prohibitions

A. The parties acknowledge that, in accordance with Article RL 251 of the UPU Letter Post Regulations, to which their countries are parties, certain provisions of the UPU Convention concerning prohibitions provide limitations on the insertion of articles in EMS items.

B. Each delivery operator shall communicate to the UPU International Bureau, for publication in the UPU List of Prohibited Articles, IB circulars or the EMS Operational Guide, necessary information concerning customs or other regulations affecting inward EMS items as well as prohibitions or restrictions governing the entry of postal items in its service.

C. Origin operators shall inform customers of prohibitions applicable to the insertion of articles in EMS items as provided for in the UPU Convention and List of Prohibited Articles, and by the legislation of the country of origin and of destination.

D. Origin operators shall inform EMS customers that it is prohibited to enclose coins, banknotes, currency notes or securities of any kind payable to the bearer, travellers' cheques, platinum, gold or silver, precious stones, jewels or other valuable articles in uninsured EMS items. Radioactive materials, perishable biological substances and infectious substances defined in the UPU Convention shall not be admitted in the EMS service.

Article 11
Limits of weight and size

A. EMS items shall be admitted up to a maximum weight of 30 kilogrammes. In addition, EMS items shall not normally exceed 1.50 metres for any one dimension or three metres for the sum of the length and the greatest circumference measured in a direction other than length.

B. The exchange of EMS items whose individual weight exceeds 30 kilogrammes shall be optional, at the discretion of delivery operators, with a maximum weight of 50 kilogrammes.

C. Any delivery operator which does not apply the standards in article 11A, or which is willing to accept oversize items or overweight items as provided for in article 11B, shall notify the EMS Unit of the UPU International Bureau, for publication in the EMS Operational Guide, of the size and weight limits it applies for inbound EMS items.

Article 12
Treatment of items wrongly accepted

A. When an item containing an article prohibited under article 10 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the operator establishing its presence.

B. When the weight or the dimensions of an item exceed the limits defined in article 11 and the regulations of the delivery operator do not permit delivery, it shall be treated as an undeliverable item and the procedures specified in article 3.6 of the Procedures shall be applied. If, however, the regulations of the delivery operator do permit the delivery of EMS items exceeding the weight or size limits defined in article 11, the item should be delivered to the addressee. In such cases, the delivery operator shall be entitled to claim a supplementary charge, the amount of which shall be published in the EMS Operational Guide. This amount shall not exceed 50% of the normal delivery payment rate.

C. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the origin operator shall be informed how the item was dealt with and of the restriction or prohibition which required such treatment. The E2 Verification Note (Annex 3 of the Procedures) may be used for this purpose. Additional charges incurred by the delivery operator in the treatment of such items shall be borne by the origin operator.

Article 13
Items arriving out of course and to be redirected

A. EMS items arriving out of course shall be redirected to their final destination by the same route as is used by the transit operator to send its own items. The transport costs shall be reimbursed by the origin operator in accordance with the Procedures.

B. For forwarding items misdirected to the delivery operator by the origin operator, the origin operator shall pay the delivery operator the cost of transportation.

C. Neither the delivery operator nor the origin operator shall be responsible for the cost of returning items sent in error by the sender, or items misdirected by the sender to the addressee. Any costs associated with the return of such items shall normally be the responsibility of the sender unless the addressee opts to pay for their return.

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Undeliverable items

Undeliverable items shall be treated by delivery operators in accordance with article 3.6.4 of the Procedures and disposed of accordingly.

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Inquiries

A. Delivery operators shall make suitable arrangements for the prompt treatment of inquiries relating to inward EMS items from origin operators, senders or addressees, in accordance with article 10.3 of the Procedures.

B. Inquiries shall be accepted only within a period of four months from the date of posting of the item. C.

This article does not authorize routine requests for confirmation of delivery.

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Reporting requirements

A. All delivery operators which have tracking systems shall record in electronic form and transmit to the origin operator, via the GXS or POST*Net networks, the tracking event data specified in the Procedures at the required times.

B. EMS operators shall make event data transmitted available to a third party designated by the EMS Cooperative for the purpose of monitoring quality of service performance and the quality of the event data.

C. All EMS operators shall agree to receive all tracking event messages transmitted to them by all other parties to this Agreement.

D. The format and message syntax to be used in the exchange of EMS event data between operators shall be those specified in article 9.1 (9.1.1 to 9.1.7 of the Procedures).

Article 17
Quality control and improvement

A. EMS operators shall make every possible effort to improve their achievement of service standards, including maintaining a quality control programme.

B. Delivery operators shall cooperate with origin operators when they test the quality of the service rendered by the delivery operator.

C. All parties to this Agreement are jointly committed to ensuring that the required service levels are provided in accordance with the terms and conditions of the Agreement and its Procedures. Furthermore, the parties are committed to developing the service jointly where possible with the goal of improving the quality of service, reducing costs incurred in providing the service and any other process improvements to the mutual benefit of the parties.

Article 18
Delivery payment systems and rates

A. Terminal dues and internal air conveyance as defined in the Universal Postal Convention shall not apply to EMS items.

B. Each delivery operator shall establish a delivery payment system (based on the gross imbalance of EMS traffic), and shall publish a unique rate for EMS items (or separate unique rates according to category for documents and merchandise, respectively) corresponding to the costs of the service and to the principles adopted by the EMS Cooperative as the basis for inter-operator charging. These rates shall be notified to the EMS Unit for publication in the EMS Operational Guide.

C. Each delivery operator may vary its delivery payment rate or rates when such a variation is necessary owing to a change in the cost of services. A delivery operator may also introduce changes in its delivery payment system, provided that such changes conform to the principles adopted by the EMS Cooperative for inter-operator charging.

D. Any such changes in delivery payment rates or systems may only be implemented by delivery operators under the following conditions:

i Any proposed increase shall be notified to the EMS Unit by 31 August in the year preceding its introduction, so that the EMS Unit may notify operators of all such changes by 30 September.

ii Higher rates or new payment systems may only be implemented on the first day of the year (1 January) following their timely notification to the EMS Unit.

iii Any proposed decrease can be notified to the EMS Unit at any time and will be introduced the first day of the calendar quarter following notification.

Article 19
Accounting and settlement

All EMS operators shall give preference to apply the accounting rules and procedures for inter-operator settlements prescribed in the EMS Pay-for-performance Plan (article 12.1 of the Procedures) and published on the EMS Cooperative website (www.ems.post).

In the case that the pay-for-performance cannot be applied, EMS operators shall apply the accounting rules and procedures for inter-operator settlements prescribed in articles 12.2 and 12.3 of the Procedures.

Article 20
Charges and fees to be collected from the addressee

A. Each delivery operator shall be authorized to collect from the addressee the customs duty and any other applicable non-postal fees payable on each item it delivers, and to charge for the collection of such fees. Delivery operators shall indicate what kind of charges they will collect from addressees prior to the conclusion of this Agreement. Any standard non-postal fees or postal charges for collection should be notified in the EMS Operational Guide.

B. EMS operators may collect only the rates, charges, and fees provided for in this Agreement and published in the EMS Operational Guide.

Article 21
Protection of EMS items

A. The delivery operator shall protect and safeguard EMS items from loss, depredation or damage while they are in its custody or control. The delivery operator shall prevent unauthorized persons from having access to EMS items. The delivery operator shall transport EMS items on the ground and in the air in securely closed containers, or vehicles.

B. The delivery operator shall, except as otherwise specifically required by law, preserve the secrecy of correspondence contained in EMS items.

Article 22
Data protection

The delivery operator shall not disclose or use, except in the performance of this Agreement or as required by law, the name or address of any EMS sender or addressee obtained in the performance of this Agreement without the written approval of the origin operator.

Article 23
Delivery irregularities

Except as otherwise provided in this Agreement, the following actions or failures to act by the delivery operator are irregularities under this Agreement:

i *Refusal*

Refusal or failure to accept EMS items as specified in this Agreement.

ii *Misdirection*

Misdirecting an EMS item to a destination other than that to which it is addressed, unless the misdirection is the result of following directions placed on a receptacle by the origin operator.

iii *Delayed delivery*

Failure to tender EMS items to the addressee for delivery in accordance with the measurable service standards defined in the EMS Operational Guide and validated by the EMS Cooperative.

iv *Failure to protect*

Failure to protect and safeguard EMS items from depredation or other hazards while in the delivery operator's custody or control. This includes failure to prevent unauthorized persons from having access to EMS items, and failure to transport EMS items on the ground or in the air in securely closed containers or other vehicles.

v *Failure to report*

Failure to transmit tracking or delivery status data as required by article 16 of this Agreement and articles 3.7 and 9.2 of the Procedures, unless it is impossible to transmit such data for reasons beyond the control of the delivery operator.

vi *Failure to respond*

Failure to respond to inquiries from origin operators within the period of time specified in article 10.3 of the Procedures.

vii *Failure to return*

Failure to promptly return undeliverable items within three days after the expiry of the holding period as specified in article 3.6.4 of the Procedures.

Article 24
Subcontracting

A. The delivery operator may subcontract work associated with customs clearance, transport or delivery of EMS items provided that the terms and conditions of this Agreement and its Procedures are fully observed and fulfilled.

B. Payment of any subcontractor shall be the sole responsibility of the delivery operator.

Article 25
Emergencies

Nothing herein shall prohibit the delivery operator from taking temporary measures to maintain service in emergencies. In such circumstances, notification of the nature of the emergency liable to disrupt EMS service and details of any material measures taken by the delivery operator shall be notified to the EMS Unit by telephone, e-mail or fax within 24 hours of such action being taken. The probable duration of the emergency should also be advised where possible. The same procedure shall be applied when the suspended EMS services are resumed after the conclusion of the emergency.

Article 26
Suspension of Agreement

A. If a delivery operator is unable to perform this Agreement in whole or in part, for reasons beyond its control, such as force majeure or acts of governments or governmental agencies (does not include disputes between the delivery operator and airport authorities or noise abatement restrictions), the Agreement may be suspended by the delivery operator, in whole or in part, for such reasonable time as it takes for service to be restored. Any other article of this Agreement notwithstanding, an origin operator may obtain alternative services from a third party during periods when a delivery operator is unable to perform this Agreement (see also C below).

B. Any delivery operator suspending the Agreement in such circumstances shall inform other EMS operators concerned and the EMS Unit of such suspension and of the resumption of service within 24 hours of such action being taken. Notification should be by telephone, e-mail or fax.

C. An origin operator may also at any time obtain alternative services from a third party when – in its opinion – a delivery operator is incapable of providing an acceptable EMS delivery service, either as a result of inadequate published standards or pattern of service, or of delivery irregularities as specified in article 23 above. In such cases, an origin operator shall immediately inform the EMS Unit and the

delivery operator of the action taken and of the reasons for it, so that the EMS Board may consider whether action under article 33 of the Agreement is required.

Article 27
Application of the UPU Convention

The Parties acknowledge that, in accordance with Article RL 251 of the UPU Letter Post Regulations, to which their countries are parties, aspects of EMS not expressly governed by this Agreement or its regulations are subject to the appropriate provisions of the Acts of the Universal Postal Union.

Article 28
Detailed Procedures

Details of implementation of this Agreement shall be governed by its Procedures.

Article 29
Additional rules and regulations

Each EMS operator shall be authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Procedures.

Article 30
Entire Agreement

This Agreement shall constitute the entire Agreement between the parties for the provision of this service. Any prior understanding or representation between signatories to this Agreement, which precedes the date of this Agreement and concerns the provision of this service (to include any commercial law agreements between the parties, but not any agreements purporting to be executed under international law) shall not be binding upon either party except to the extent incorporated in this Agreement.

Article 31
Arbitration

Any dispute arising between signatory EMS operators concerning the interpretation or application of this Agreement and its Procedures which cannot be resolved by the operators concerned to their mutual satisfaction shall be settled by arbitration. The arbitrators shall be two nominated members of the EMS Cooperative Board (excluding any Board member whose EMS operator may be a party to the dispute) and the Head of the EMS Unit, assisted by the UPU Legal Advisor in an advisory capacity (non-voting).

Article 32
Entry into force and duration

This Agreement shall enter into force on the date mutually agreed upon by the EMS operators, after it is signed by the authorized representatives of the operators.

Any EMS operator may withdraw from the Agreement by providing six months' notice to the EMS Unit.

Article 33
Failure to comply with Agreement

A. Operators which have signed this Agreement, but which subsequently fail to meet the eligibility criteria set out in article 5 within the time limits specified – or which have ceased for a period of at least three months to meet these criteria – will be asked by the EMS Unit to provide reasons for this failure and a

guarantee to remedy the deficiencies identified within a specified time-span (not exceeding two months).

B. Delivery operators which are consistently responsible for irregularities as specified in article 23 of the Agreement may also be required by the EMS Unit to explain the reasons for such failures.

C. The case of any operator failing to comply with the terms of the Agreement with regard to eligibility (A above), or responsible for repeated irregularities (B above), shall be drawn to the attention of the EMS Cooperative Board by the EMS Unit for consideration at its next meeting.

D. In such cases, the Board shall decide:

i whether the operator in question should continue to be considered an eligible signatory to the Agreement;

ii that, where appropriate, a solicitation should be launched by the EMS Cooperative to find an EMS delivery partner able to provide the facilities and standards of service require.

Article 34 Nature of Agreement

Both signatories acknowledge that this instrument sets out the terms and conditions of a mail exchange arrangement and is not an agreement entered into or subject to international law. This Agreement is only binding on the signatories and it is not binding on their governments.

Article 35 Notice Concerning U.S. Postal Service Regulatory Filings

The Parties acknowledge that as part of ongoing legal transparency or data filing requirements, or as part of any requirements to secure regulatory approval of this Agreement, the Agreement and any supporting documentation related to it may be filed with the U.S. Postal Regulatory Commission ("Commission"), which may establish a docketed proceeding in certain contexts for consideration of the Agreement or information related to the Agreement. The Party executing this agreement other than the U.S. Postal Service (hereinafter the "counterparty") authorizes the U.S. Postal Service to determine the scope of information that must be made publicly available under U.S. law in any Commission docketed proceeding. The counterparty further understands that any unredacted portion of the Agreement or supporting information will be available on the Commission's public website, www.prc.gov. In addition, the U.S. Postal Service may file information in connection with this instrument (including revenue, cost, or volume data) in other Commission dockets. The counterparty 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 on the Commission's website: www.prc.gov/Docs/63/63467/Order225.pdf. At the request of the counterparty, the U.S. Postal Service will notify the counterparty of any docket number of the Commission proceeding if one is assigned.

Attachment 2

EMS Standard Agreement – Bilateral Agreement Signatory Page

The undersigned EMS operators A and B hereby undertake to adopt the EMS Standard Agreement and its Procedures as the basis for the exchange of EMS items between EMS operators in accordance with the Letter Post Regulations – Section L – Article 14 of the Universal Postal Convention (Nairobi 2008).

However, as provided in article 3 of the Agreement, the EMS operator intends to formally base the exchange of international EMS items with other signatories (and non-signatories) on bilateral agreements/contracts, which shall, as far as possible, be in the standard form specified in the articles below. Any such bilateral agreements should be notified to the EMS Unit (see table below), as specified in article 3C of the Agreement.

Article 1: Purpose of the Agreement

The purpose of the Agreement shall be to establish mutually agreed terms and conditions for the exchange of EMS items between the undersigned EMS operators A and B.

Article 2: Operation of the EMS service

The exchange of EMS items between the contracting parties to this Agreement shall take place in accordance with the terms of the EMS Cooperative's Standard Agreement and its Procedures, as adopted and amended from time to time by the EMS Cooperative. The contracting parties agree to implement EMS service between them on the basis of the conditions established in that Agreement, and to apply the standards set out or referred to therein.

Article 3: Entry into force and duration

This Agreement shall enter into force on the date mutually agreed upon by the undersigned EMS operators A and B and shall remain in force until further notice.

Table – Differences applied and article references

Indicate below which articles of the EMS Standard Agreement provide the reference base for the bilateral agreement and add a description of the bilateral change agreed:

Article reference in the EMS Standard Agreement	Description of agreed change related to the EMS Standard Agreement to be applied on bilateral basis between the EMS Operators A and B signatories of the EMS Standard Agreement
9	This Article and all related Regulations concerning liability do not apply.
10 A	The parties acknowledge that, in accordance with Article RL 251 of the UPU Letter Post Regulations, to which their countries are parties, certain provisions of the UPU Convention concerning prohibitions provide limitations on the insertion of articles in EMS items.
27	The Parties acknowledge that, in accordance with Article RL 251 of the UPU Letter Post Regulations, to which their countries are parties, aspects of EMS not expressly governed by this Agreement or its regulations are subject to the appropriate provisions of the Acts of the Universal Postal Union.
30	This Agreement shall constitute the entire Agreement between the parties for the provision of this service. Any prior understanding or representation between signatories to this Agreement, which precedes the date of this Agreement and concerns the provision of this service (to include any commercial law agreements between the parties, but not any agreements purporting to be executed under international law) shall not be binding upon either party except to the extent incorporated in this Agreement.
33	Add Article 33: Both signatories acknowledge that this instrument sets out the terms and conditions of a mail exchange arrangement and is not an agreement entered into or subject to international law. This Agreement is only binding on the signatories and it is not binding on their governments.
34	Add Article 34: The Parties acknowledge that as part of ongoing legal transparency or data filing requirements, or as part of any requirements to secure regulatory approval of this Agreement, the Agreement and any supporting documentation related to it may be filed with the U.S. Postal Regulatory Commission ("Commission"), which may establish a docketed proceeding in certain contexts for consideration of the Agreement or information related to the Agreement. The Party executing this agreement other than the U.S. Postal Service (hereinafter the "counterparty") authorizes the U.S. Postal Service to determine the scope of information that must be made publicly available under U.S. law in any Commission docketed proceeding. The counterparty further understands that any unredacted portion of the Agreement or supporting information will be available on the Commission's public website, www.prc.gov. In addition, the U.S. Postal Service may file information in connection with this instrument (including revenue, cost, or volume data) in other Commission dockets. The counterparty 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 on the Commission's website: www.prc.gov/Docs/63/63467/Order225.pdf. At the request of the counterparty, the U.S. Postal Service will notify the counterparty of any docket number of the Commission proceeding if one is assigned.

EMS operators entering the Agreement:

A. EMS operator: United States Postal Service

Signature of authorized official: Lea Emerson

Title: Executive Director, International Postal Affairs

Date: May 6, 2014

B. EMS operator: Empresa de Correio - S.Tomé

Signature of authorized official: Julio dos Ramos Q. da Costa

Title:

Date: S.Tomé - 18/08/14

Date of application:

Indicate below the date for your application of the EMS Standard Agreement:

Day	Month	Year
18	08	14

Please send a copy to:

EMS Unit
UPU International Bureau
P.O. Box 312
3000 BERNE 15
SWITZERLAND

Fax: +41 31 351 52 00
E-mail: EMS.Unit@upu.int