Postal Regulatory Commission
Submitted 2/26/2015 2:31:25 PM
Filing ID: 91612
Accepted 2/26/2015

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

COMPETITIVE PRODUCT PRICES GLOBAL PLUS 2C CONTRACTS (MC2012-5) NEGOTIATED SERVICE AGREEMENTS	Docket No. CP2014-41

MOTION OF THE UNITED STATES POSTAL SERVICE FOR TEMPORARY RELIEF AND NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING MODIFICATION ONE TO A GLOBAL PLUS 2C CONTRACT NEGOTIATED SERVICE AGREEMENT
(February 26, 2015)

The agreement that is the subject of this docket was originally scheduled to expire on March 31, 2015.[1] Attached to this notice is a Modification One,[2] which the customer and the Postal Service have executed. The modification states that the agreement that is the subject of this docket will expire on April 25, 2015, thereby eliminating the earlier potential termination date that the Postal Service filed in this docket.

The Postal Service intends to initiate a new rate docket, in which the Postal Service would file the successor to the agreement that is the subject of this docket. The Postal Service intends for the effective date of that successor agreement to be April 26, 2015, the date the changes in rates of general applicability and related classification

[1] United States Postal Service Response to Order No. 2067 concerning Effective Date of Global Plus 2C Contract Negotiated Service Agreement, Docket No. CP2014-41, April 29, 2014.
[2] A redacted version of the modification is filed publicly as Attachment 1, while the unredacted version of the modification is filed under seal. With respect to the nonpublic version of the modification that is filed under seal, the Postal Service hereby incorporates its Application for Non-Public Treatment filed in conjunction with its notice dated April 11, 2014, in this docket. Notice of the United States Postal Service of Filing a Functionally Equivalent Global Plus 2C Contract Negotiated Service Agreement and Application for Non-Public Treatment of Materials Filed Under Seal, Docket No. CP2014-41, April 11, 2014, Attachment 4.

changes for competitive products filed in Docket No. CP2015-33 are scheduled to go into effect.[3] In the meantime, however, the Postal Service requests that the Commission continue to list the agreement that is the subject of this docket on the Mail Classification Schedule, according to the terms set forth in the modification filed today.

Therefore, the Postal Service respectfully requests that the Commission approve a brief extension of the agreement that is the subject of this docket to maintain continuity of pricing and other terms and conditions of the agreement. The Postal Service requests that the existing terms and conditions under the agreement that is the subject of this docket be extended to April 25, 2015.

Respectfully submitted,

UNITED STATES POSTAL SERVICE
By its attorneys:

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

Christopher C. Meyerson
Attorney

475 L'Enfant Plaza, S.W.
Washington, D.C. 20260-1137
(202) 268-7820; Fax -5628
February 26, 2015

[3] *See* PRC Order No. 2366, Order Approving Changes in Rates of General Applicability for Competitive Products, Docket No. CP2015-33, February 25, 2015, at 1.

MODIFICATION ONE TO THE
GLOBAL PLUS 2 SERVICE AGREEMENT BETWEEN
THE UNITED STATES POSTAL SERVICE AND
[redacted]

This Modification amends the Global Customized Mail Agreement ("Agreement") between [redacted] ("Mailer") with offices at [redacted] and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Mailer on April 4, 2014, and signed by the USPS on April 7, 2014. The Mailer and the USPS may be referred to individually as a "Party" and together as the "Parties."

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

Article 12 Term of the Agreement shall now read as follows:

ARTICLE 12. TERM OF THE AGREEMENT

1. The USPS will notify the Mailer of the Effective Date of the Agreement within thirty (30) days after receiving the approval of the entities that have oversight responsibilities for the USPS. The Agreement will remain in effect until 11:59 p.m. on April 25, 2015, unless terminated sooner pursuant to Article 14 or Article 27. If the Agreement is terminated prior to March 31, 2015, the tender amounts in Article 7 shall be pro-rated accordingly.
2. The Mailer acknowledges that this Agreement is subject to regulatory oversight and such oversight might affect the Effective Date.
3. The USPS will notify the Mailer of the status of the approval process or of potential fulfillment of the approval process, or when major steps in the process are completed. The USPS will also respond to Mailer inquiries concerning the status of the process.

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

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals (hereinafter "Conditions Precedent") from one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the USPS to provide the products or services contemplated under the Agreement, no obligation shall exist for the USPS and no benefit shall inure to either Party. In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Mailer prior to the Effective Date of this Modification. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual; special; indirect; incidental; punitive; consequential; or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or any costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Mailer acknowledges that as part of securing approval of this Modification, and in other subsequent regulatory filings, the Modification and supporting documentation will be filed with

[redacted]

the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2014-41). The Mailer authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Mailer further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, http://www.prc.gov. In addition, the USPS may be required to file information in connection with this instrument (including revenue, cost or volume data) in other Commission dockets, including Commission docket numbers ACR2014 and/or ACR2015. The Mailer has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22 found on the Commission's website, http://www.prc.gov/Docs/63/63467/Order225.pdf.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

ON BEHALF OF THE UNITED STATES POSTAL SERVICE:

Signature: Frank A. Cebello

Name: Frank A. Cebello

Title: Director, International Sales

Date 2/19/15

ON BEHALF OF [redacted]

Signature: [redacted]

Name: [redacted]

Title: [redacted]

Date: 2/18/15