

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

COMPETITIVE PRODUCT PRICES
GLOBAL EXPEDITED PACKAGE SERVICES 3 (MC2010-28)
NEGOTIATED SERVICE AGREEMENT

Docket No.
CP2015-30

**NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING MODIFICATION
TO GLOBAL EXPEDITED PACKAGE SERVICES 3
NEGOTIATED SERVICE AGREEMENT**
(March 13, 2015)

On January 26, 2015, the Postal Regulatory Commission (Commission) issued Order No. 2331, adding the specific agreement that is the subject of this docket to the Global Expedited Package Services (GEPS) 3 product.¹

A modification of the agreement that is the subject of this docket was recently signed. The modification amends Article 15. In Order No. 1835, the Commission directed that the Postal Service file modifications amending Article 15 in GEPS 3 agreements in the docket corresponding to each customer's GEPS 3 agreement.²

A redacted version of the modification is filed publicly as Attachment 1, and an unredacted version of the modification is filed under seal. With respect to the non-public version of the modification which is filed under seal, the Postal Service hereby incorporates its Application for Non-Public Treatment filed in conjunction with the notice that it filed on January 15, 2015, in this docket.³

¹ PRC Order No. 2331, Order Approving Additional Global Expedited Package Services 3 Negotiated Service Agreement, Docket No. CP2015-30, January 26, 2015, at 6.

² Order No. 1835, Order Approving Revisions to Model Contract, Docket Nos. MC2013-27 and CP2013-35, September 16, 2013, at 6.

³ Notice of United States Postal Service of Filing a Functionally Equivalent Global Expedited Package Services 3 Negotiated Service Agreement and Application for Non-Public Treatment of Materials Filed Under Seal, Docket No. CP2015-30, January 15, 2015, Attachment 4.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

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March 13, 2015

**MODIFICATION ONE TO THE
GLOBAL CUSTOMIZED MAIL AGREEMENT BETWEEN
THE UNITED STATES POSTAL SERVICE AND**

This Modification amends the Global Customized Mail Agreement ("Agreement") between [REDACTED] with offices at [REDACTED] and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Mailer on January 5, 2015, and signed by the USPS on January 12, 2015. 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 15 Postage Updates.

Article 15 Postage Updates shall now read as follows:

ARTICLE 15. POSTAGE UPDATES

1. In the event that the USPS incurs an increase in costs in excess of twenty (20) percent associated with providing this service, the USPS shall notify the Mailer and modify the prices established under this Agreement. The increase in prices shall be the same as the increase in costs.
2. The USPS will give the Mailer thirty (30) days' notice of changes to the prices in Annex 1.
3. Any revision of prices in Annex 1 shall not be retroactive.
4. No price shall increase beyond the non-discounted published price for the affected service.

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

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

The Mailer acknowledges that as part of securing approval of this Modification, and in other subsequent regulatory filings, the Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2015-30). 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 ACR2015 and/or ACR2016. 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>.

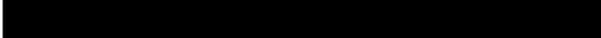
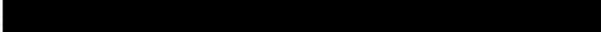
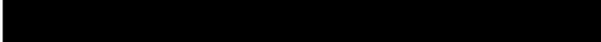
The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

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: 
Name: Frank A. Cebello
Title: Director, International Sales
Date: 3/11/15

ON BEHALF OF 

Signature: 
Name: 
Title: 
Date: 3-6-15