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

COMPETITIVE PRODUCT PRICES GLOBAL EXPEDITED PACKAGE SERVICES CONTRACTS NON-PUBLISHED RATES 4 (MC2013-27)	Docket No. CP2014-22

NOTICE OF THE UNITED STATES POSTAL SERVICE OF MODIFICATION TO GLOBAL EXPEDITED PACKAGE SERVICES -- NON-PUBLISHED RATES 4 VERSION 2 CUSTOMER CONTRACT WITH SERIAL NUMBER ENDING: 0054
(June 19, 2015)

On June 13, 2014, the United States Postal Service (Postal Service) gave notice of filing, in the above-referenced docket, Global Expedited Package Services Non-Published Rates 4 Version 2 customer agreements with serial numbers ending in 0052 to 0055.[1] This notice concerns the customer agreement with the serial number NPR4.2-FY14-MAR14-N-T5-0054, an unredacted version of which was filed with the Commission under seal, as part of the Postal Service's June 13, 2014 filing in this docket.

In accordance with Commission Order No. 1959,[2] the Postal Service hereby advises that the termination date will be extended from June 30, 2015 to August 31, 2015, for the customer agreement with the serial number NPR4.2-FY14-MAR14-N-T5-0054, as agreed to by the customer in a modification to the contract. A redacted version of the modification is filed publicly as Attachment 1. With respect to the non-

[1] Customer Contract Filing Notice for Global Expedited Package Services – Non-Published Rates 4 Version 2 Serial Numbers Ending: 0052 to 0055, Docket No. CP2014-22, June 13, 2014.
[2] PRC Order No. 1959, Order Approving Change in Prices for Global [Expedited] Package Services – Non-Published Rates 4 (GEPS – NPR 4), Docket No. MC2013-27 and CP2014-22, January 10, 2014, at 6.

public 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 December 26, 2013, in this docket.[3] Therefore, the Postal Service now asks the Commission to amend the termination date of the customer agreement with the serial number NPR4.2-FY14-MAR14-N-T5-0054 from June 30, 2015 to August 31, 2015.

Respectfully submitted,

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June 19, 2015

[3] Notice of the United States Postal Service of Change in Prices for Global Expedited Package Services – Non-Published Rates 4 (GEPS – NPR 4), Docket No. CP2014-22, December 26, 2013, Attachment 1, *available at* http://prc.gov/Docs/88/88656/CP2014-22%20GEPS%20NPR4%20Version%202%20Notice.pdf
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MODIFICATION ONE TO THE
GLOBAL CUSTOMIZED MAIL AGREEMENT BETWEEN
THE UNITED STATES POSTAL SERVICE AND
[redacted]

This Modification amends the Global Customized Mail Agreement ("Agreement") between [redacted] ("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 May 6, 2014, and signed by the USPS on June 3, 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**
> The USPS will notify the Mailer of the Effective Date of the Agreement as soon as possible, but no later than thirty (30) days, after receiving the signed Agreement from the Mailer. The Agreement shall remain in effect until 11:59 p.m. on August 31, 2015 unless terminated sooner pursuant to Article 13 or Article 14.

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

The Mailer acknowledges that this Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2014-22 Serial Number NPR4.2-FY14-MAR14-N-T5-0054). 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 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 Postal Service to provide the products or services contemplated under this Modification, 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 the 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 for costs incurred by either Party attributable to such non-approval such as attorney's fees.

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: Jenelle Valera

Name: Frank A. Cebello

Title: Director, International Sales

Date 6-18-2015

ON BEHALF OF [redacted]

Signature: [redacted]

Name:

Title:

Date: 6-18-15