

December 7, 2015

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

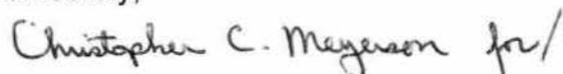
Dear Mr. Ruble:

Pursuant to 39 U.S.C. § 407(d)(2), the U.S. Postal Service (Postal Service) is providing a copy of the Interconnect Operations Framework Agreement. The Postal Service has signed the Agreement for the provision of cross-border, end-to-end delivery services among participating foreign postal operators. The Postal Service has marked the non-public versions of the documents as "Confidential" and "Non-Public" because the documents contain information considered confidential and commercially sensitive by the affected postal operators and the Postal Service.

The Postal Service considers certain portions of the documents to be protected by 39 U.S.C. § 410(c)(2) and thereby not subject to mandatory disclosure under the Freedom of Information Act (FOIA). Further, the documents contain the commercial information of multiple postal operators, and as such, certain portions of the instruments are subject to protection under Exemption 4 of the FOIA. Consequently, we have attached an application for non-public treatment of these documents under 39 C.F.R. § 3007.21. In addition, we respectfully request that the Postal Regulatory Commission coordinate with us in the event that the documents become subject to a FOIA request, so that we can engage in appropriate consultations with the affected postal operators.

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

Sincerely,



Anthony Alverno  
Chief Counsel,  
Global Business and Service Development

Enclosure

INTERCONNECT OPERATIONS FRAMEWORK  
AGREEMENT

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**Interconnect Operations Framework Agreement (the "Agreement"), made this 20<sup>th</sup> July 2015 by and among the Parties listed hereafter (collectively the "Parties" or individually a "Party")**

|  |                          |
|--|--------------------------|
| Australia Post Co. LTD                     | Australia                |
| Österreichische Post AG                    | Austria                  |
| bpost SA                                   | Belgium                  |
| Bulgarian Posts plc                        | Bulgaria                 |
| Canada Post Corporation                    | Canada                   |
| Hrvatska pošta d.d.                        | Croatia                  |
| Cyprus Post                                | Cyprus                   |
| Česká Pošta, s.e.                          | Czech Republic           |
| Post Danmark AS                            | Denmark                  |
| AS Eesti Post                              | Estonia                  |
| Posti Ltd.                                 | Finland                  |
| La Poste S.A.                              | France                   |
| Deutsche Post AG                           | Germany                  |
| Hellenic Post ELTA S.A.                    | Greece                   |
| Magyar Posta Zrt.                          | Hungary                  |
| Iceland Post Ltd                           | Iceland                  |
| An Post                                    | Ireland                  |
| Poste Italiane S.p.A.                      | Italy                    |
| Latvijas Pasts                             | Latvia                   |
| Lietuvos Paštas                            | Lithuania                |
| Entreprise des Postes & Télécommunications | Luxembourg               |
| MaltaPost p.l.c.                           | Malta                    |
| New Zealand Post                           | New Zealand              |
| Royal PostNL N.V.                          | The Netherlands          |
| Posten Norge AS                            | Norway                   |
| Poczta Polska S.A.                         | Poland                   |
| CTT Correios de Portugal S.A.              | Portugal                 |
| Compania Națională Poșta Română            | Romania                  |
| Slovenská Pošta, a.s.                      | Slovakia                 |
| Pošta Slovenije, d.o.o.                    | Slovenia                 |
| S.A.E. Correos y Telégrafos                | Spain                    |
| PostNord Sverige AB                        | Sweden                   |
| Die Schweizerische Post AG                 | Switzerland              |
| Royal Mail Group Limited                   | United Kingdom           |
| United States Postal Service               | United States of America |

## PREAMBLE

WHEREAS, the Parties are designated operators within the meaning of the Universal Postal Convention (the "UPU Convention") or performing tasks of a designated operator within their group ("Designated Operators"), and

WHEREAS, the Parties wish to set up an end-to-end system (the "Interconnect System"), allowing them to offer their customers and notably e-retailers cross-border end-to-end delivery services that meet the customers' needs, and

WHEREAS, one of the aims of the Interconnect System is to allow, particularly, small and medium-sized and local online retailers to access one integrated delivery system and to expand their business outside of their domestic markets to customers in a large number of countries, benefiting from a standard set of features throughout the Interconnect System, and

WHEREAS, the standard set of features are defined by the marketing experts of the Parties and agreed by the Parties and enumerated in High-level Service Specifications and Detailed Service Specifications, and

WHEREAS, the Parties

and

WHEREAS, the Interconnect System is an integrated whole that will encompass the collection delivery and transport of Items between the Parties, the operational processes and data collection/processing/performance reporting necessary to enable achievement of agreed transit time standards, the generation of item tracking events, flexible delivery options, easy and seamless return solutions, rapid and accurate customer service, pre-advice for customs clearance, a harmonized labelling concept, and such other features that meet customer needs as the Parties may agree from time to time, and

WHEREAS, the Parties wish to specify and implement the operational processes (including associated data collection/processing/performance reporting), rules, standards, monitoring and administration necessary to ensure that the Interconnect System achieves its aims, and;

WHEREAS the International Post Corporation is the System Administrator for the Interconnect System, and;

WHEREAS, the Parties are prepared to deliver each other's Interconnect Items subject to the rules and processes, stated in Annex 7, governing the exchange of Personal Data connected with the performance of such delivery services, and

WHEREAS, the Parties are prepared to deliver each other's Interconnect Items subject to the terms of this Agreement provided that they have reciprocally agreed on the remuneration for such delivery services, and

WHEREAS, remuneration for the delivery of Interconnect Items and data sharing will be the subject of separate multilateral or bilateral agreements, and

NOW, THEREFORE, the Parties hereby agree as follows:

### **Art. 1 - Definitions**

All terms beginning with a capital letter in this Agreement (including the Annexes) are either defined in Annex 1 to this Agreement or defined in the body of this Agreement and referred to in Annex 1.

## **Art. 2 - Scope of the Agreement**

### **Art. 2.1 - Items Covered**

This Agreement covers certain Tracked and Untracked Packets and Tracked Parcels and leaves other agreements made by the Parties unaffected.

### **Art. 2.2 - Services**

The Services covered by this Agreement are set out in the Detailed Services Specifications in Annex 2.

### **Art. 2.3 - Outbound Obligations**

A Party (the "Sending Party") that forwards Interconnect Items to another Party (the "Receiving Party") for delivery in its territory shall identify and handle these items as set out in Annex 3. Failure by the Sending Party to identify the Items properly shall give the Receiving Party the right to handle the Items in the manner defined in Annex 3.

### **Art. 2.4 - Inbound Obligations**

A Receiving Party that receives properly identified Interconnect Items from a Sending Party for delivery in its territory shall deliver those items to the recipients and also return items to the Sending Party in accordance with the provisions of this Agreement provided that the remuneration for the delivery has been reciprocally determined by agreement between it and the Sending Party.

### **Art. 2.5 - Affiliates and Subcontractors**

A Party that avails itself of its Affiliates or Subcontractors in the performance of its obligations under this Agreement remains responsible for the performance of those obligations.

## **Art. 3 - Remuneration Out of Scope of this Agreement**

The remuneration for the delivery and, where applicable, customs clearance of incoming Interconnect Items will be the subject of separate multilateral or bilateral agreements (the "Remuneration Agreements"). The Remuneration Agreements will also deal with penalties, bonuses, liability amounts and the remuneration for value added services.

## **Art. 4 - Service Quality**

### **Art. 4.1 - Quality of Service and Data Quality Standards**

The Parties shall agree quality of service standards (the "Quality of Service Standards") and data quality standards (the "Data Quality Standards"). The operational end-to-end Quality of Service Standards and Data Quality Standards for each component of cross-border end-to-end delivery for each service level and each pair of Parties are set out in Annex 3.

### **Art. 4.2 - Quality of Service and Data Quality Monitoring**

All Parties shall participate in the quality of service monitoring systems and in the data quality monitoring systems necessary to measure performance against the Quality of Service Standards and the Data Quality Standards. Further details are set out in Annex 3.

### **Art. 4.3 - Late, Lost and Damaged Items**

The Parties shall determine whether an Item is late, lost or damaged according to the processes set-out in Annex 3, Section H, which processes shall also define the Party or Parties responsible for the delay, loss or damage.

**Art. 5 - Operational Procedures**

All operational and information technology procedures, including the identification of Interconnect Items and the methods of measuring and monitoring flows of Interconnect Items, are set out in the Operations and Data Processing Specification in Annex 3.

**Art. 6 - Border Agency Clearance**

Where the transport of an Interconnect Item from the Sending Party's country to the Receiving Party's country requires export or import Border Agency clearance:

- (i) the Sending Party (for export Border Agency clearance) or Receiving Party (for import Border Agency clearance) as the case may be shall be authorised to submit such an Interconnect Item to Border Agency control according to applicable national legislation;
- (ii) the Sending Party (for export Border Agency clearance) shall be responsible for ensuring that the data collected and transmitted for such Border Agency clearance is collected and transmitted in compliance with the laws of the Sending Party's country, and the applicable requirements of Annex 7 and meets the standards in Annex 3; and
- (iii) the Receiving Party (for import Border Agency clearance) shall be responsible for ensuring that the use of the data received complies with the data privacy and data protection laws in the Receiving Party's country, and the applicable requirements of Annex 7, and meets the standards in Annex 3.

**Art. 7 - Interconnect System Administration**

**Art. 7.1 - Steering Committee**

[REDACTED]

**Art. 7.2 - Challenge to a Decision of the Steering Committee**

[REDACTED]

**Art. 7.3 - International Post Corporation Board**

[REDACTED]

**Art. 7.4 - System Administrator**

As set out in Annex 5 the System Administrator shall facilitate the operation of the Interconnect System, provide all those functions necessary to support such facilitation, and assist the Steering Committee in the discharge of its duties.

#### Art. 7.5 - Cost Sharing

[REDACTED]

#### Art. 7.6- Development

[REDACTED]

#### Art. 8 - Accessions

Any designated operator within the meaning of the UPU Convention may become a Party to this Agreement.

In order to become a Party to this Agreement the party wishing to accede shall inform the System Administrator of its intention, execute a confidentiality agreement that reflects the terms contained in Article 11 and, in the first instance, be required to satisfy the provisions of this Agreement. The System Administrator shall inform the Steering Committee within ten calendar days of any application that is received. The System Administrator shall make an objective and non-discriminatory evaluation that the party wishing to accede has the operational and technical capacity to adhere to the provisions of this Agreement. After the System Administrator presents the results of this evaluation to the Steering Committee along with its final recommendation, the Steering Committee shall decide whether to approve or reject the application to join. The Steering Committee is also empowered to amend the Annexes to include the party wishing to accede. If the Steering Committee approves the application to join, the party wishing to accede shall execute a deed of accession in the form shown in Annex 6. If the Steering Committee rejects the application to join the party wishing to accede may, after a period of six calendar months has elapsed, resubmit its application in accordance with the provisions of this Article.

If approved by the Steering Committee, the accession shall be effective and the provisions of this Agreement shall be applicable between the acceding party and the Parties following the deposit of the Deed of Accession on a date proposed by the acceding party and approved by the Steering Committee.

#### Art. 9 - Term and Termination

##### Art. 9.1 - Entry into Force

This Agreement shall enter into force on 20<sup>th</sup> July 2015 between those Parties that execute it by then. If any other Party listed above executes this Agreement after this date and without the need of going through an accession procedure pursuant to Article 8, this Agreement shall enter into force between this Party and those who have already executed this Agreement on the first day of the next calendar quarter following the day on which this Party deposits the executed Agreement with the System Administrator or with the Steering Committee's unanimous consent on any other day, including retroactively.

##### Art. 9.2 - Duration

This Agreement is entered into for an indefinite period of time.

##### Art. 9.3 - Termination

Following the entry into force of this Agreement, any Party may withdraw from it at any time without cause by depositing a notice of withdrawal with the System Administrator, which will then inform the other Parties. Such withdrawal shall only take effect at the end of the first full calendar year following the notice of withdrawal.

The Parties also have the right to terminate the Agreement for cause. Events that justify termination for cause include, but are not limited to, (i) the failure to perform a material duty or material obligation required by the Agreement, where such failure is not cured within a period of 60 working days after written notice of noncompliance; (ii) the failure to comply with a material term or condition of the Agreement, where such failure is not cured within a period of 60 working days after written notice of noncompliance; and (iii) a party's insolvency or bankruptcy.

If a Party ("Defaulting Party") fails to perform a material duty or material obligation required by the Agreement or fails to comply with a material term or condition of the Agreement, where such failure is not cured within 60 working days after written notice of noncompliance, or if a Party becomes insolvent or bankrupt, the Party having given such written notice of noncompliance where required shall have the right to terminate this Agreement with respect to the Defaulting Party with immediate effect provided that the Party having given notice is itself compliant with all material terms and conditions of the Agreement with respect to the Defaulting Party. In such a case, this Agreement shall no longer apply between the Party or Parties having given notice, on the one hand, and the Defaulting Party, on the other.

A "material" duty or obligation is a duty or obligation that relates to the essential purpose of the Agreement (such essential purpose shall include, but is not limited to, the consistent application of the operational and data processing standards contained in Annex 3) or is required for a party's performance of an obligation or duty under the Agreement, and includes, but is not limited to, compliance with each provision of Article 11.

In the event of termination of the Agreement under this Article, the relevant Parties will be liable to make final settlement of all amounts owing as of the effective date of the termination. Each Party will bear its own costs in the event of termination. All further rights and remedies will remain unaffected.

#### Art. 10 - Language and Notices

The official version of this Agreement, including all supporting documentation and correspondence, is in English. The English language is the controlling language for the purpose of interpreting this Agreement, and all notices and correspondence between the Parties pertaining to this Agreement will be in the English language. In the event of inconsistency between any terms of this Agreement, including its supporting documentation and correspondence, and any translation into another language, the English language meaning will control subject to the application of German legal terms.

Notices shall be made to the System Administrator in writing, which shall inform the other Parties as soon as practicable but no later than 14 days from date of receipt of notice. Notices shall be in English. Notices shall be sent by letter, telefax, e-mail or other means of transmission or reproduction of written messages. A notice sent by email will only be valid if it meets the following requirements:

- 10.1 the notice is sent as a PDF attachment to the email;
- 10.2 the text in the subject line of the email enables the recipient to clearly identify its contents as a formal notice given under this Agreement; and
- 10.3 a confirmatory copy of the notice is sent to the recipient by first class registered post on the same day as the email was sent.

A notice shall be deemed to have been served or received if:

- i. sent by prepaid recorded delivery or registered post, at the time of delivery; or
- ii. sent by telefax or email, on the day it is sent, at the time specified in the sent receipt or sent email, unless it is sent on a non-Working Day or later than 5pm (recipient's time), in which

case it will be deemed to have been received at 9am (recipient's time) on the next Working Day.

#### **Art. 11 - Confidentiality**

Each of the Parties shall treat as strictly confidential all information received or obtained as a result of entering into this Agreement which is Confidential Information and shall only disclose or use such Confidential Information in order to perform its obligations under this Agreement.

Subject to the proviso to this paragraph, the above shall not prohibit disclosure or use of any Confidential Information if and to the extent:

- (i) the disclosure or use is required by law, court order, administrative order, or any governmental or regulatory body which has jurisdiction over the CI Recipient Party or Disclosing Party or any recognized stock exchange on which the shares of any Party are listed;
- (ii) the disclosure or use is required to vest the full benefit of this Agreement in any Party;
- (iii) the disclosure or use is required for the purpose of any judicial proceedings arising out of this Agreement or any other agreement entered into under or pursuant to this Agreement or the disclosure is made to a tax authority in connection with the tax affairs of the Disclosing Party;
- (iv) the disclosure is made to the professional advisers, Sub-contractors or Affiliates of any Party in connection with performance by a Party of its obligations under this Agreement or to third Parties that wish to have access to the Interconnect System on terms that such professional advisers, Sub-contractors, Affiliates or third Parties undertake to the relevant Disclosing Party for the benefit of all Parties to comply with the above provisions in respect of such Confidential Information as if they were a Party to this Agreement;
- (v) the Confidential Information is or becomes publicly available (other than by breach of this Agreement);
- (vi) the Disclosing Party or Parties have given prior written approval to the disclosure or use; or
- (vii) the CI Recipient Party proves, to the reasonable satisfaction of the Disclosing Party or Parties, that the information has been independently developed after the execution of this Agreement,

provided that prior to disclosure or use of any information pursuant to (i), (ii), or (iii) or (vii) separately or together, the CI Recipient Party concerned shall, to the extent not prohibited by applicable law, promptly, or as soon as reasonably possible, notify the Disclosing Party or Parties to whom such Confidential Information belongs or who has or have the rights to such Confidential Information of such proposed disclosure or use with a view to providing such Disclosing Party or Parties (as applicable) with the opportunity to contest such disclosure or use or otherwise to agree the timing and content of such disclosure or use and, in the case of disclosure in any judicial or other proceeding, to request confidential treatment of such Confidential Information. Any Receiving Party that regularly has to make such disclosure to a regulatory body may notify the other Disclosing Party or Parties to whom the Confidential Information belongs or has or have the rights to such Confidential Information of such proposed repeated disclosure.

The original and all copies of all Confidential Information shall be returned to the Disclosing Party or destroyed promptly by the CI Recipient Party either upon written request by the Disclosing Party or unrequested after the withdrawal of the CI Recipient Party from this Agreement or the termination of this Agreement. This Agreement shall not be construed as granting or conferring any rights, by licence or otherwise in any Confidential Information disclosed hereunder.

Subject to the provisions of Annex 8 the confidentiality obligations contained in this Article 11 shall continue to bind the Parties (i) after the date that a Party withdraws from this Agreement and (ii) after the date that the Agreement is terminated.

#### **Art. 12 - Annexes - Entire Agreement**

The Annexes referred to in this Agreement are an integral part of this Agreement. This Body, together with the Annexes thereto, constitutes the entire agreement and understanding between the Parties.

#### **Art. 13 - Headings**

Headings in this Agreement are inserted for convenience only and are not to be considered part of this Agreement.

#### **Art. 14 - Assignment - Successors**

This Agreement may not be assigned by any Party without the prior written consent of the other Parties, which shall not be unreasonably withheld. All the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors.

#### **Art. 15 - Severability**

If any of the provisions of this Agreement or its Annexes for any reason whatsoever is or becomes invalid or unenforceable or impossible to perform, the legal validity of the remaining provisions of the Agreement and its Annexes shall in no way be affected. The provision that is invalid, unenforceable or impossible to perform shall be replaced by a provision which comes as close as possible to achieving the intended effect of the invalid, unenforceable or unperformable provision.

#### **Art. 16 - Arbitration**

Any disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of the International Chamber of Commerce by a panel of three arbitrators appointed in accordance with the said Rules (the "Arbitration Panel"). The Arbitration Panel shall consist of three individuals, a chairman and two members, each of whom shall be independent from the Parties involved in the dispute. The Emergency Arbitrator Provisions shall not apply. Each Party or group of Parties shall appoint an arbitrator within a period of one month from the first date on which one Party notifies another Party of the existence of a dispute arising out of or in connection with this Agreement and of such first Party's intention to refer the dispute to arbitration. If any of the Parties to the arbitration fails to appoint an arbitrator within such one-month period, the Court of Arbitration of the International Chamber of Commerce shall appoint an arbitrator in accordance with the Rules and, in any event, within a further month. Should a vacancy arise because any arbitrator dies, resigns, refuses to act, or becomes incapable of performing his functions, the vacancy shall be filled by the method by which that arbitrator was originally appointed. When a vacancy is filled the newly established tribunal shall exercise its discretion to determine whether any hearings shall be repeated.

The two arbitrators thus appointed shall have one month to appoint a third arbitrator to chair the Arbitration Panel. If they fail to do so within such one-month period, the Court of Arbitration of the International Chamber of Commerce shall appoint this third arbitrator in accordance with the Rules and, in any event, within a further month.

Except in circumstances not attributable to an arbitrator or the Arbitration Panel, the Arbitration Panel shall render its decision within two months of its constitution. Any award or procedural decision of the tribunal shall be made by a majority and, in the event that no majority may be formed, the presiding arbitrator shall proceed as if he were a sole arbitrator. The decision of the Arbitration Panel will be binding on the Parties involved in the dispute. The arbitration proceedings shall be conducted in the English language.

The seat of the arbitral tribunal shall be Paris, France. The law of the arbitration proceedings shall be German law. Unless expressly agreed by the Parties to the arbitration in writing the Arbitration Panel

shall not assume the powers of an amiable compositeur, and the Arbitration Panel shall not decide the matter before it ex aequo et bono. Each Party may have legal representation in the arbitration proceedings

The Arbitration Panel shall decide which Party or Parties shall bear the costs of the arbitration proceeding. Each Party shall otherwise bear its own costs, including its legal costs.

Without prejudice to the availability of such remedies in aid of arbitration as may be available under the jurisdiction of a competent court or other judicial authority, only the Arbitration Panel shall have authority to grant interim measures of protection and to award damages for the failure of a Party to respect the Arbitration Panel's orders to that effect.

#### **Art. 17 - Amendments and Counterparts**

This Agreement and its amendments may be amended by the Parties at any time. However, the Body of this Agreement and its amendments shall only be amended by a written instrument duly executed on behalf of each of the Parties in accordance with Annex 4. This Agreement may be executed in counterparts. Each counterpart constitutes the agreement of each Party which has executed and delivered that counterpart to the other Parties. Each executed counterpart is an original but the executed counterparts together constitute one and the same Agreement. No Party's acquiescence in any performance or failure to exercise any right or enforce any obligation will be deemed an amendment to this instrument.

Subject to the powers reserved to the IPC Board in the Preamble and Article 7 the Steering Committee is empowered to amend the Annexes to this Agreement.

#### **Art. 18 - Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Germany excluding the principles of conflicts of law.

#### **Art. 19 - Survival**

The provisions of Articles 2.1, 2.2, 2.5, 9, 11, 12, 13, 15, 16, 18 and this Article 20, as well as any other terms to the extent that they apply to the Parties' continuing obligations to one another under the articles listed above, will survive the conclusion or termination of this Agreement.

#### **Art. 20 - Indemnity**

The Parties acknowledge that aspects of liability or indemnification in favour of third Parties not expressly governed by this Agreement or its Annexes are subject to the appropriate provisions of the Acts of the Universal Postal Union and any reservations that the Parties have taken to those instruments.

#### **Art. 21 - Force Majeure**

No Party shall be liable for failure to perform any of its obligations insofar as it proves:

- (i) that the failure was due to an impediment beyond its reasonable control; and
- (ii) that the Party could not reasonably be expected to have taken the impediment and its effect upon its ability to perform into account on the date on which it became a Party to this Agreement; and
- (iii) that it could not have reasonably avoided or overcome such an impediment, or at least its effects.
- (iv) An impediment within the meaning above can result from events such as the following, this enumeration not being exhaustive:

- a) war, whether declared or not, civil war, riots and revolutions, acts of piracy, acts of sabotage, acts of terrorism;
- b) natural disasters, such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightening;
- c) explosions, fires, destruction of machines, of factories, and of any kind of installations;
- d) acts of authority, whether lawful or unlawful apart from acts for which the party seeking relief has assumed risk by virtue of other provisions of this Agreement, and apart from internal strikes as described below; and
- e) external strikes which are strikes that do not involve the Party concerned itself, but nonetheless affects its ability to handle Interconnect Items or to provide transmission of data about such items. If an external strike takes place, the Party concerned shall not be liable for its performance with respect to inbound and outbound shipments for a period extending from the beginning of the external strike until two days after it is notified of the conclusion of the strike.

Internal strikes are defined herein as strikes within a Party's organization, which cause disruption to processing of Interconnect Items or the provision of data about such items. If such an internal strike occurs, the Party remains responsible for its performance with respect to inbound and outbound shipments.

A Party wishing to invoke an event of force majeure must notify the System Administrator by email within 24 hours of any event of force majeure becoming known to it.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement as of the date first above written.

|  |                                  |   |
|--|----------------------------------|---|
| _____<br>Australia Post Co. LTD          | _____<br>Österreichische Post AG | _____<br>bpost SA                                   |
| _____<br>Bulgarian Posts plc             | _____<br>Canada Post Corporation | _____<br>Hrvatska pošta d.d.                        |
| _____<br>Cyprus Post                     | _____<br>Česká Pošta, s.e.       | _____<br>Post Danmark AS                            |
| _____<br>AS Eesti Post                   | _____<br>Posti Ltd.              | _____<br>La Poste S.A.                              |
| _____<br>Deutsche Post AG                | _____<br>Hellenic Post ELTA S.A. | _____<br>Magyar Posta Zrt.                          |
| _____<br>Iceland Post Ltd                | _____<br>An Post                 | _____<br>Poste Italiane S.p.A.                      |
| _____<br>Latvijas Pasts                  | _____<br>Lietuvos Paštas         | _____<br>Entreprise des Postes & Télécommunications |
| _____<br>MaltaPost p.l.c.                | _____<br>New Zealand Post        | _____<br>Royal PostNL N.V.                          |
| _____<br>Posten Norge AS                 | _____<br>Poczta Polska S.A.      | _____<br>CTT Correios de Portugal S.A.              |
| _____<br>Compania Națională Poșta Română | _____<br>Slovenská Pošta, a.s.   | _____<br>Pošta Slovenije, d.o.o.                    |

|                                   |   |                                  |
|-----------------------------------|---|----------------------------------|
| <hr/> S.A.E. Correos y Telégrafos | <hr/> PostNord Sverige AB   | <hr/> Die Schweizerische Post AG |
| <hr/> Royal Mail Group Limited    | <i>Micelle Valera</i><br>United States Postal Service<br><i>9/24/2015</i> |                                  |

## DEFINITIONS

**Affiliate**

A company in which a Party owns fifty percent (50%) or more of the share capital and/or in which a Party exercises a controlling interest and /or in which a Party exercises common control. For the sake of clarity, a Party controls or has a controlling interest in a company if the Party has the capacity to determine the outcome of decisions about the Company's financial and operating policies.

**Arbitration Panel**

A panel established to resolve any disputes arising out of or in connection with this Agreement as described in article 16

**Body**

The part of this Agreement that excludes the annexes.

**Border Agency**

The organisations responsible for customs clearance and other activities regarding compliance with border, export and import regulations

**Confidential Information (CI) Recipient Party**

A Party, an acceding party and/or any of the legal persons referred to in clause (iv) of Article 11 which receives Confidential Information from a Disclosing Party

**Confidential Information**

Any and all information (however recorded or preserved) of a Party or any member of its group of companies which (i) would reasonably to be expected to be treated as confidential and/or proprietary, (ii) is supplied or received (in any form or by any method) from or on behalf of a Disclosing Party before or after the signing of this Agreement, and (iii) relates to this Agreement, the Interconnect System and/or the financial condition, business and/or other activities of such Party (or any member of its group of companies) or any of its or their current, former or potential clients, customers, partners or suppliers including (without limitation) the know-how, designs, trade secrets, technical information and/or software of such Party (or any member of its group of companies), together with any copies thereof in any form or format.

**Contribution Unit****Deed of Accession**

The legal document in the form attached as Annex 6 that records the agreement of a Party to the terms of the Interconnect Framework Operations Agreement as described in Article 8.

**Detailed Service Specification**

The enumeration, in sufficient detail to form the basis of the Operations Specification, of service features derived from the High-level Service Specification as set out in Annex 2.

### **Disclosing Party**

A Party which discloses its own Confidential Information and/or Confidential Information of any member of its group of companies to another Party, an acceding party and/or any of the legal persons referred to in clause (iv) of Article 11.

### **Economy**



### **Governmental Third Party Data Controller**

Any national authority (including, but not limited to, Customs authorities) that receives Personal Data from a Receiving Party and processes such Personal Data as required by applicable national laws and/or international treaties and any other legal person to whom such national authority delegates or outsources the processing of such Personal Data on its behalf.

### **High-level Service Specification**

The broad specification of features that meet the customer needs (identified and agreed by the Parties) for cross-border collection, transport and delivery of Interconnect Items sent by e-retailers as set out in Annex 2.

### **Initial Period**

The term "Initial Period" has the meaning given to it in paragraph 4 of Annex 4.

### **Interconnect Items**

Tracked Packets, Untracked Packets and Tracked Parcels that are sent/received according to the features, standards and processes contained within the Interconnect High-level Service Specification, Detailed Service Specification and Operations and Data Processing Specification.

### **Interconnect Operations Steering Committee**

A committee, responsible for the effective and efficient functioning of the Interconnect System, composed of one representative of each of the Parties and one non-voting representative of the System Administrator.

### **Interconnect System**

The integrated system that encompasses the collection delivery and transport of Items between the Parties, the operational processes and data collection/processing/performance reporting necessary to enable achievement of agreed transit time standards, the generation of item tracking events, delivery options, return solutions, customer service, pre-advice for customs clearance, a harmonized labelling concept, and such other features that meet customer needs as the Parties may agree from time to time.

### **International Post Corporation**

UA International Post Corporation CV, a cooperative company registered in the Netherlands, and its subsidiaries

### **IPC**

An abbreviated phrase that means "International Post Corporation".

#### **IPC Board**

The term "IPC Board" has the meaning given to it in Article 7.1

#### **Items**

An abbreviated phrase that means "Interconnect Items".

#### **Operations and Data Processing Specification**

The enumeration, in sufficient detail to allow the day-to-day operation of the Interconnect System, of all operational, data quality and information technology standards, processes and procedures set out in Annex 3.

#### **Original Parties**

The term "Original Parties" has the meaning given to it in paragraph 4 of Annex 4.

#### **Party**

A designated operator which is in the business of sending and/or receiving Interconnect Items and is a signatory to this Agreement.

#### **Personal Data**

Any information relating to an identified or identifiable natural person that is used, exchanged and/or processed in the framework of this Agreement.

#### **Premium**

[REDACTED]

#### **Quality of Service Standards**

The standard to be achieved for the timely movement of Interconnect Items, and/or return of data, for each leg of an end-to-end transit of an Interconnect Item as set out in Annex 3.

#### **Receiving Party**

The designated operator that receives Interconnect Items.

#### **Sending Party**

The designated operator that despatches Interconnect Items.

#### **Services**

The services provided by one Party to another Party under the Agreement, including the Premium, Standard and Economy standards.

#### **Standard**

[REDACTED]

#### **Steering Committee**

An abbreviated phrase that means "Interconnect Operations Steering Committee".

### **Steering Committee Procedures**

The rules that govern the powers, responsibilities and way of working of the Interconnect Operations Steering Committee as described in annex 4.

### **Subcontractor**

A legal entity, not being an employee of the Party who is to perform the Services or of any of its Affiliates, engaged by a Party to carry-out some, all or any of the that Party's obligations under this Agreement.

### **System Administrator**

The organisation that provides the operational, information technology and administrative support that facilitates the effective and efficient functioning of the Interconnect System as described in Annex 5.

### **Tracked Packet**

An item with a maximum weight of 2kgs and maximum dimensions of: length, width and depth combined: 900 mm, but the greatest dimension may not exceed 600 mm, with a tolerance of 2 mm; in roll form: length plus twice the diameter: 1,040 mm, but the greatest dimension may not exceed 900 mm, with a tolerance of 2 mm; and that carries a unique identification number that can be captured and transmitted by electronic means for the purposes of operational control and customer service.

### **Tracked Parcel**

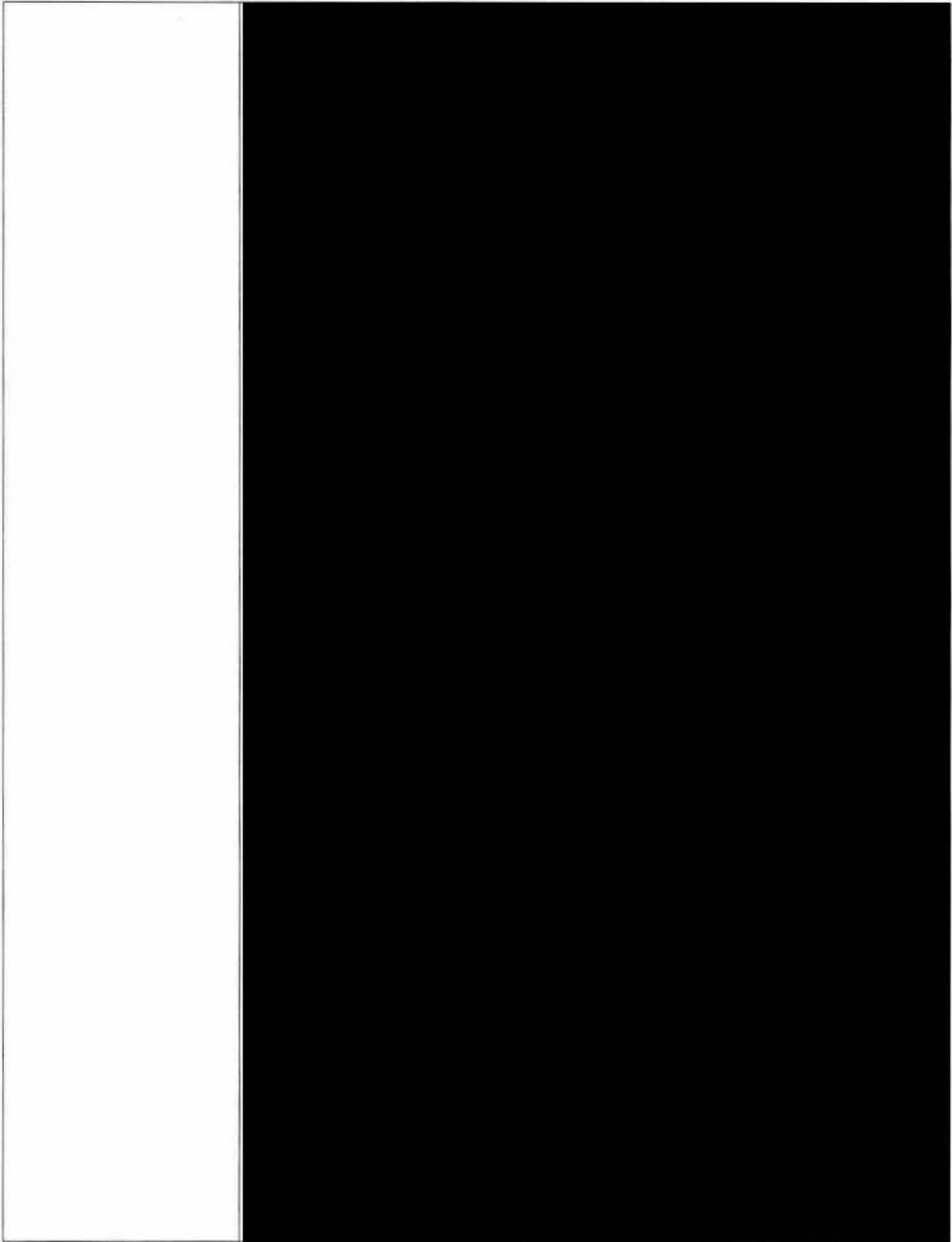
An item with a maximum weight of 30kgs and maximum dimensions of: 1.50 metres for any one dimension or three metres for the sum of the length and the greatest circumference measured in a direction other than that of the length; and that carries a unique identification number that can be captured and transmitted by electronic means for the purposes of operational control and customer service.

### **Untracked Packet**

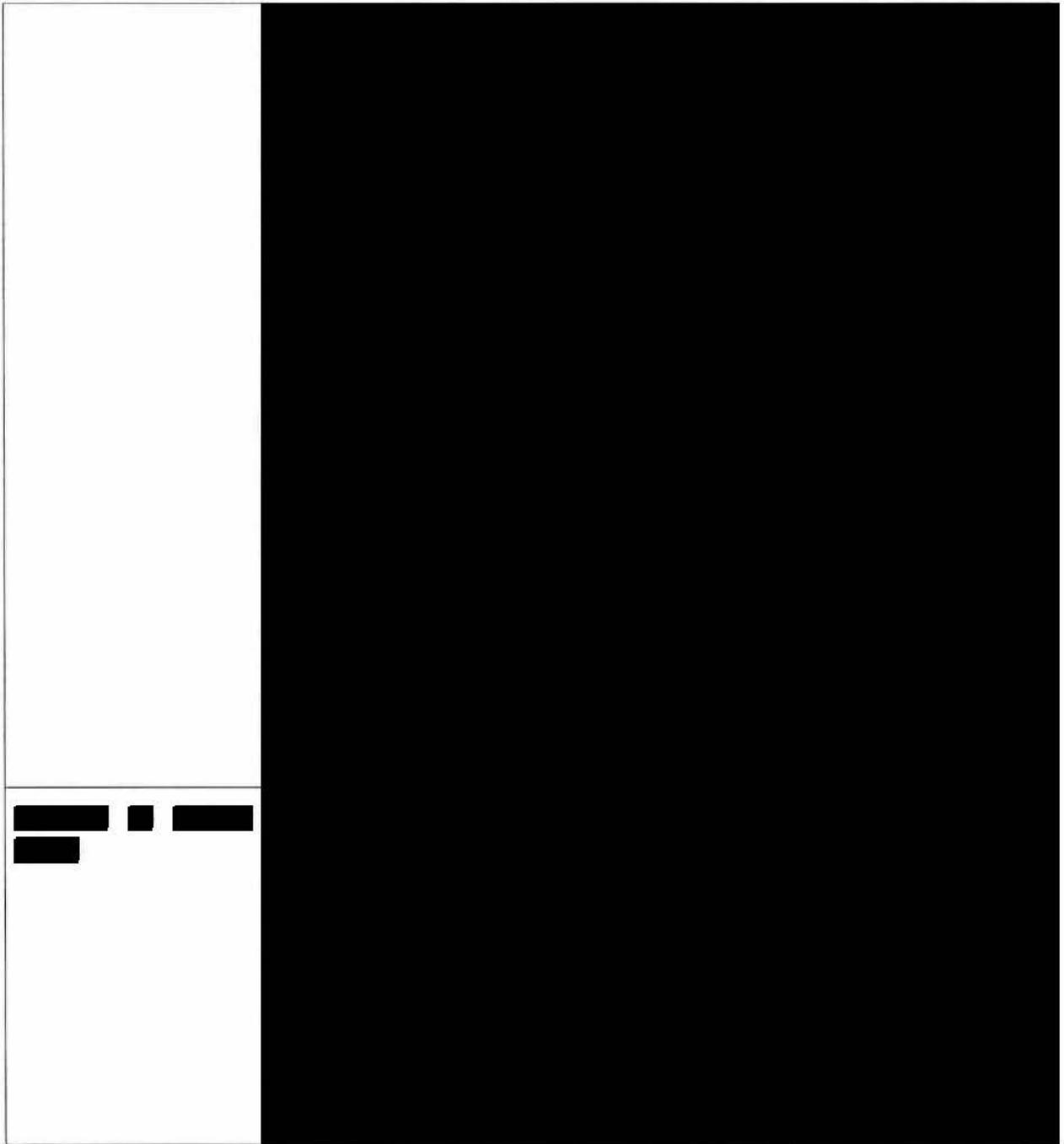
An item with a maximum weight of 2kgs and maximum dimensions of: length, width and depth combined: 900 mm, but the greatest dimension may not exceed 600 mm, with a tolerance of 2 mm; in roll form: length plus twice the diameter: 1,040 mm, but the greatest dimension may not exceed 900 mm, with a tolerance of 2 mm; and that may carry a unique identification number that can be captured and transmitted by electronic means for the purpose of operational quality of service monitoring but not for customer service.

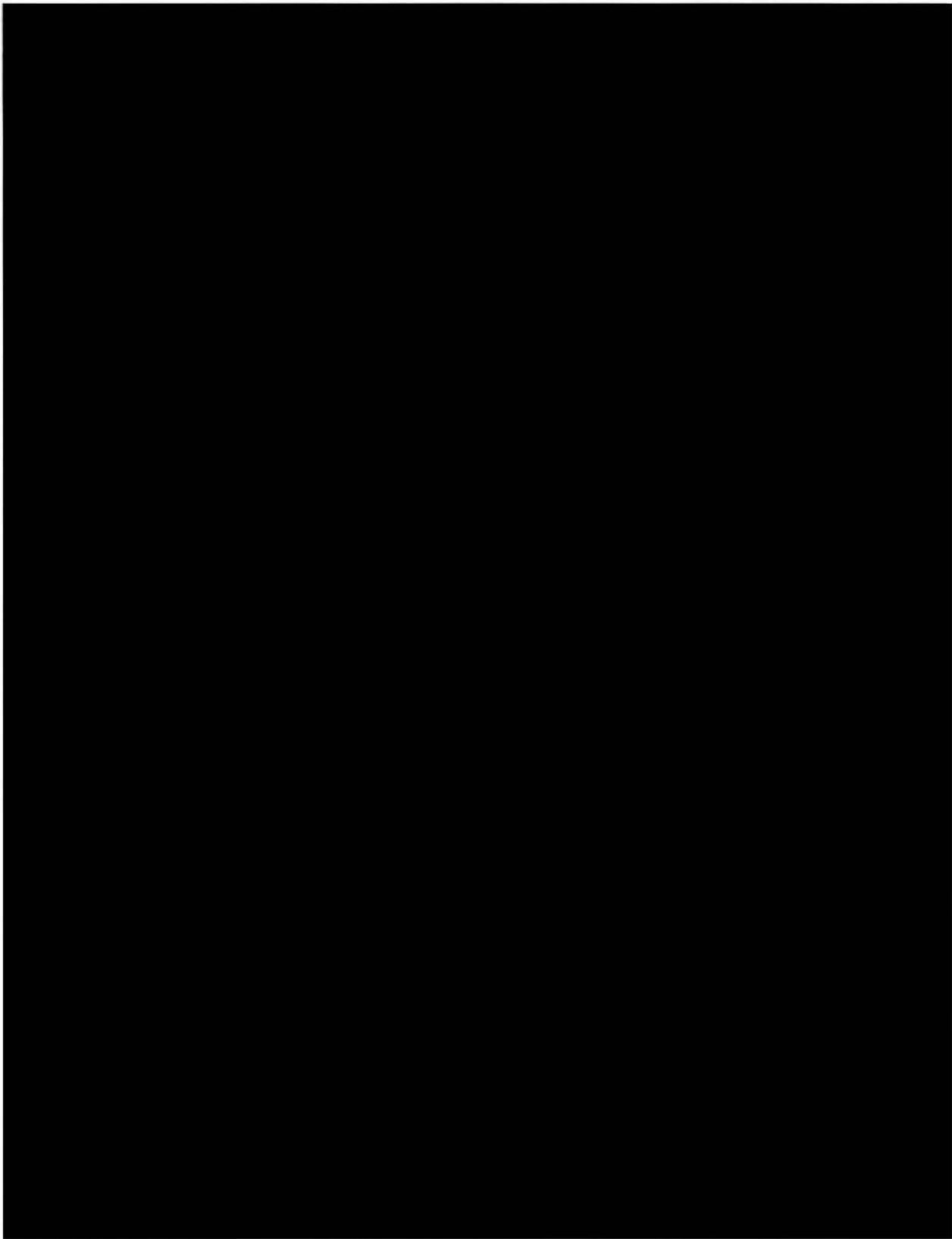


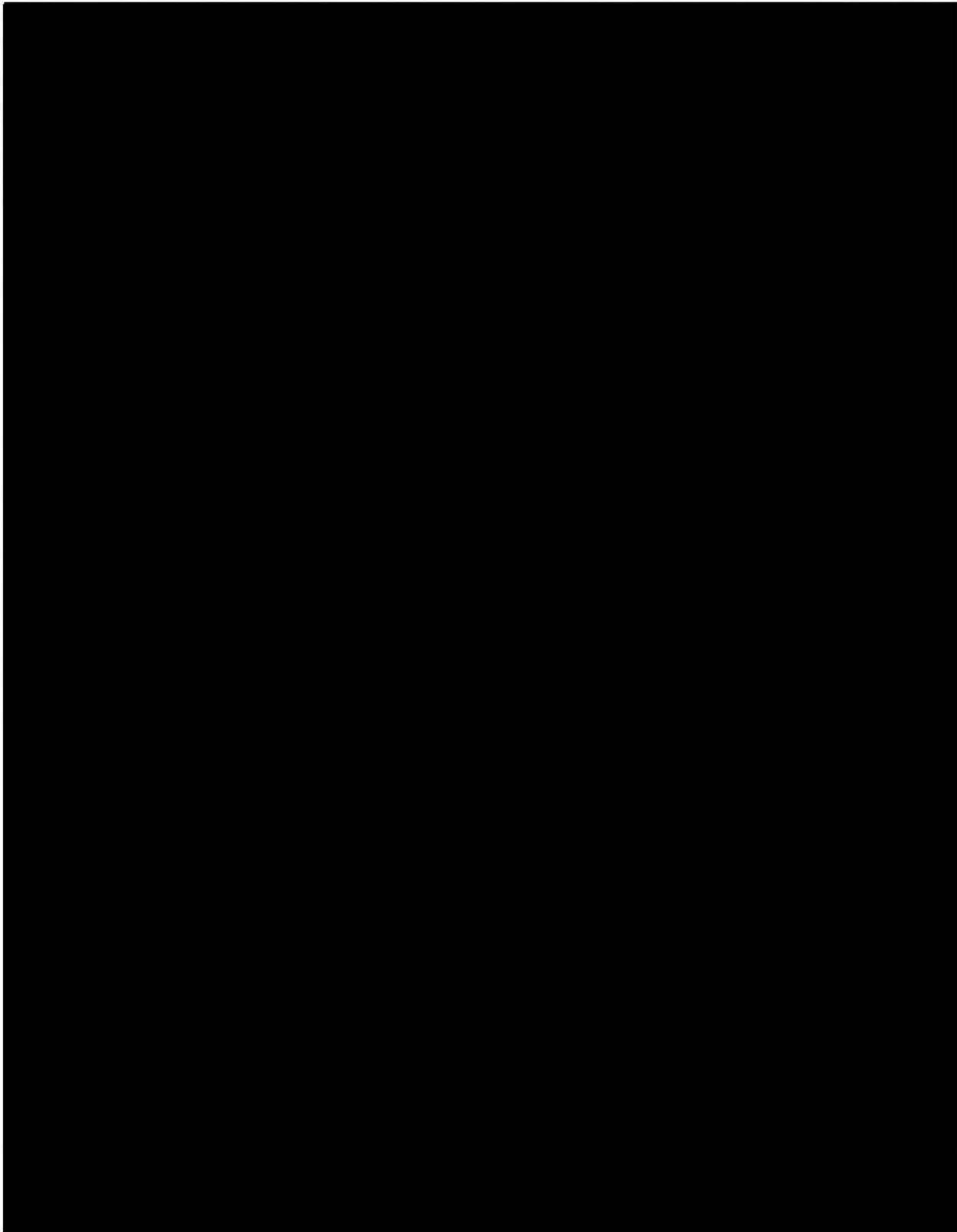




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[REDACTED]\*

[REDACTED]

\* [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

ANNEX 2

[REDACTED]

[REDACTED]

ANNEX 3

[REDACTED]

[REDACTED]

ANNEX 3  
OPERATIONS AND DATA PROCESSING SPECIFICATION

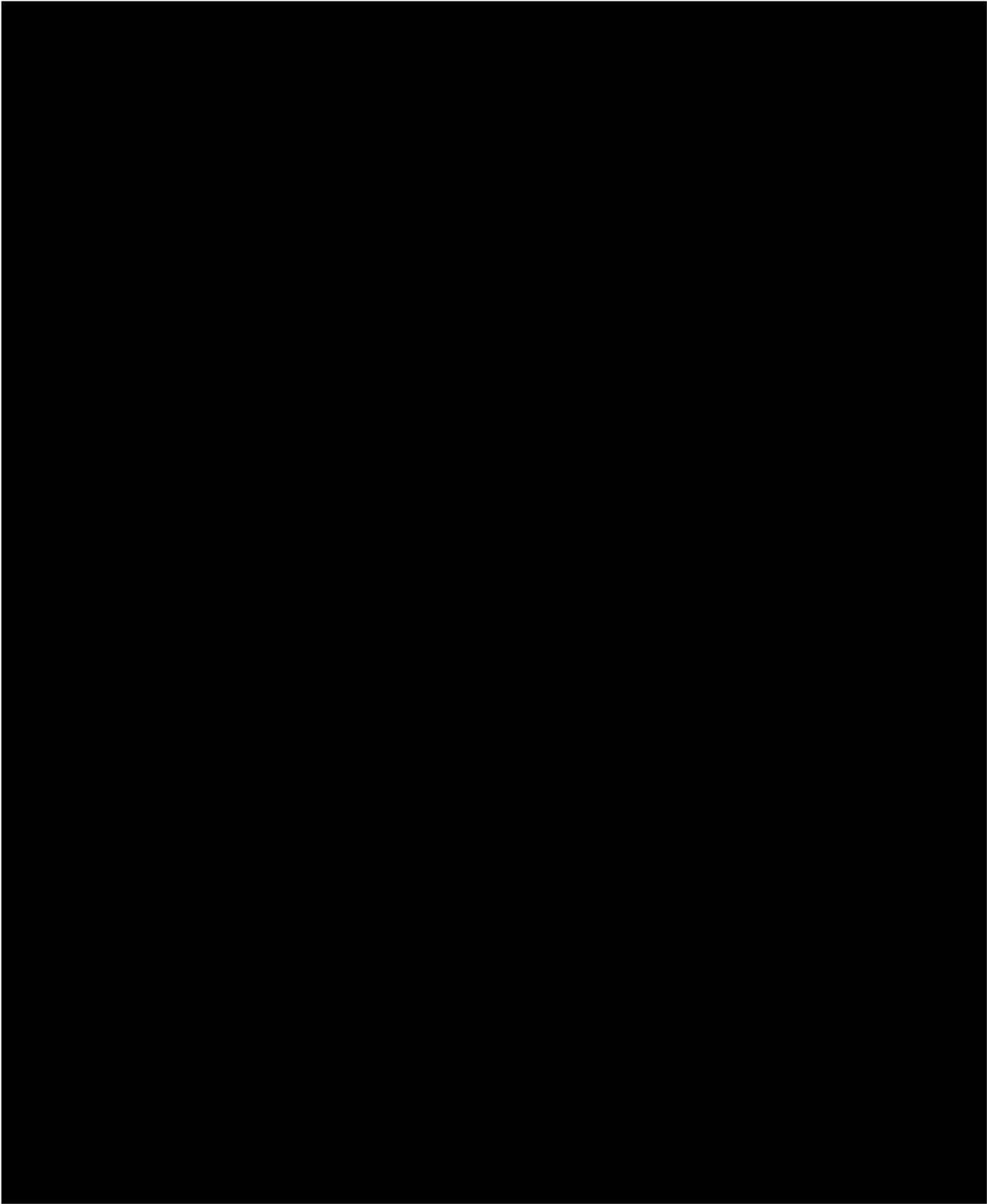
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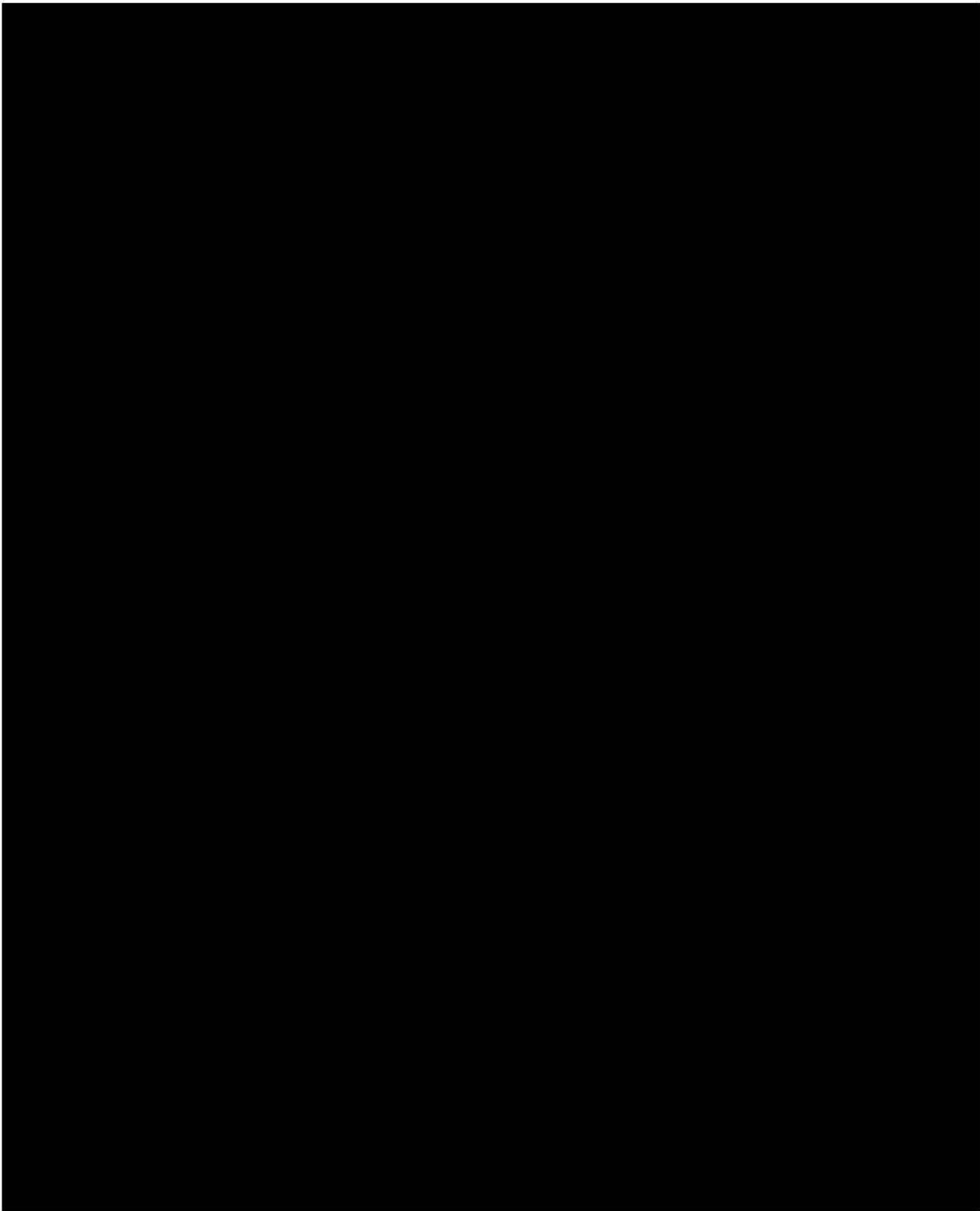
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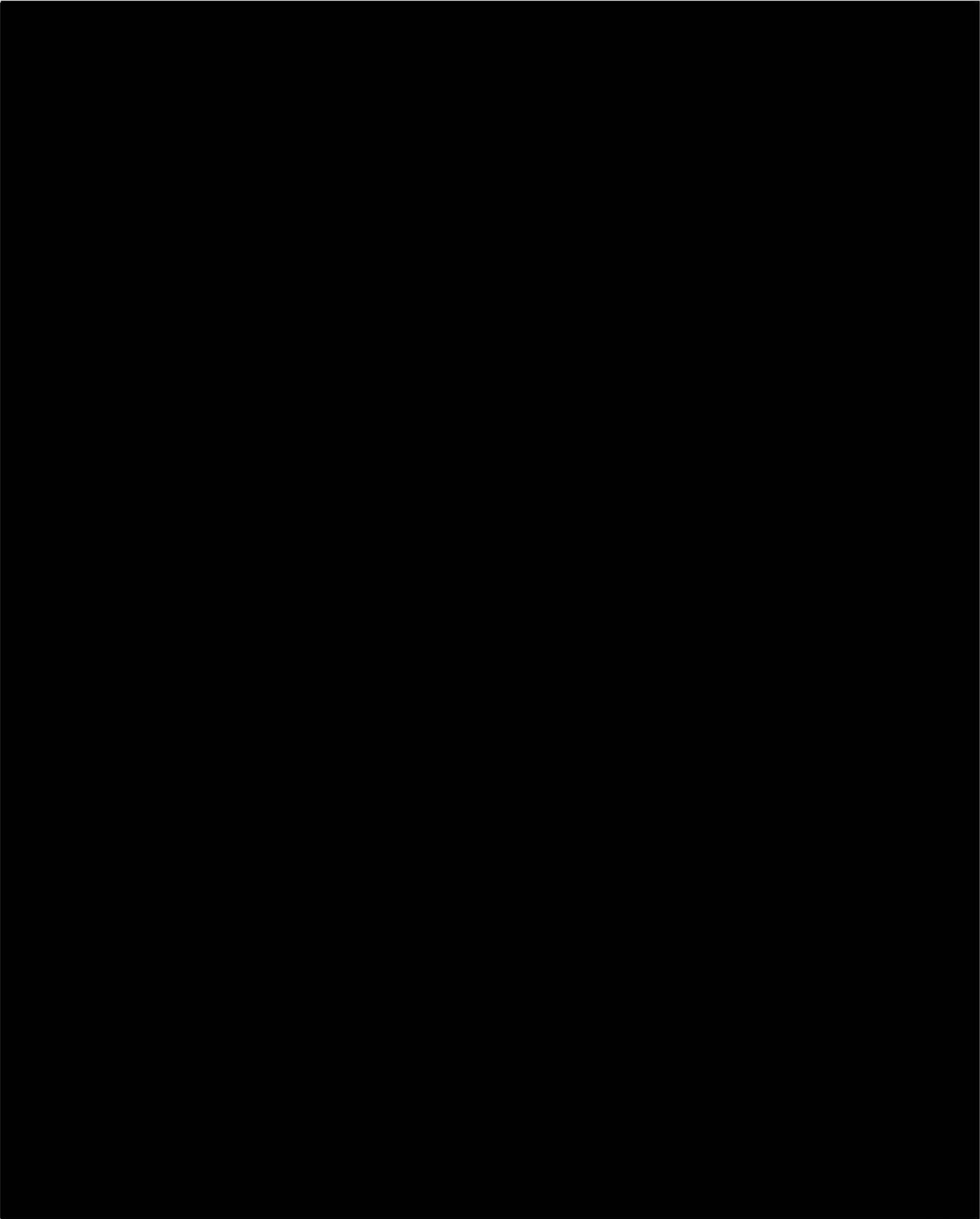


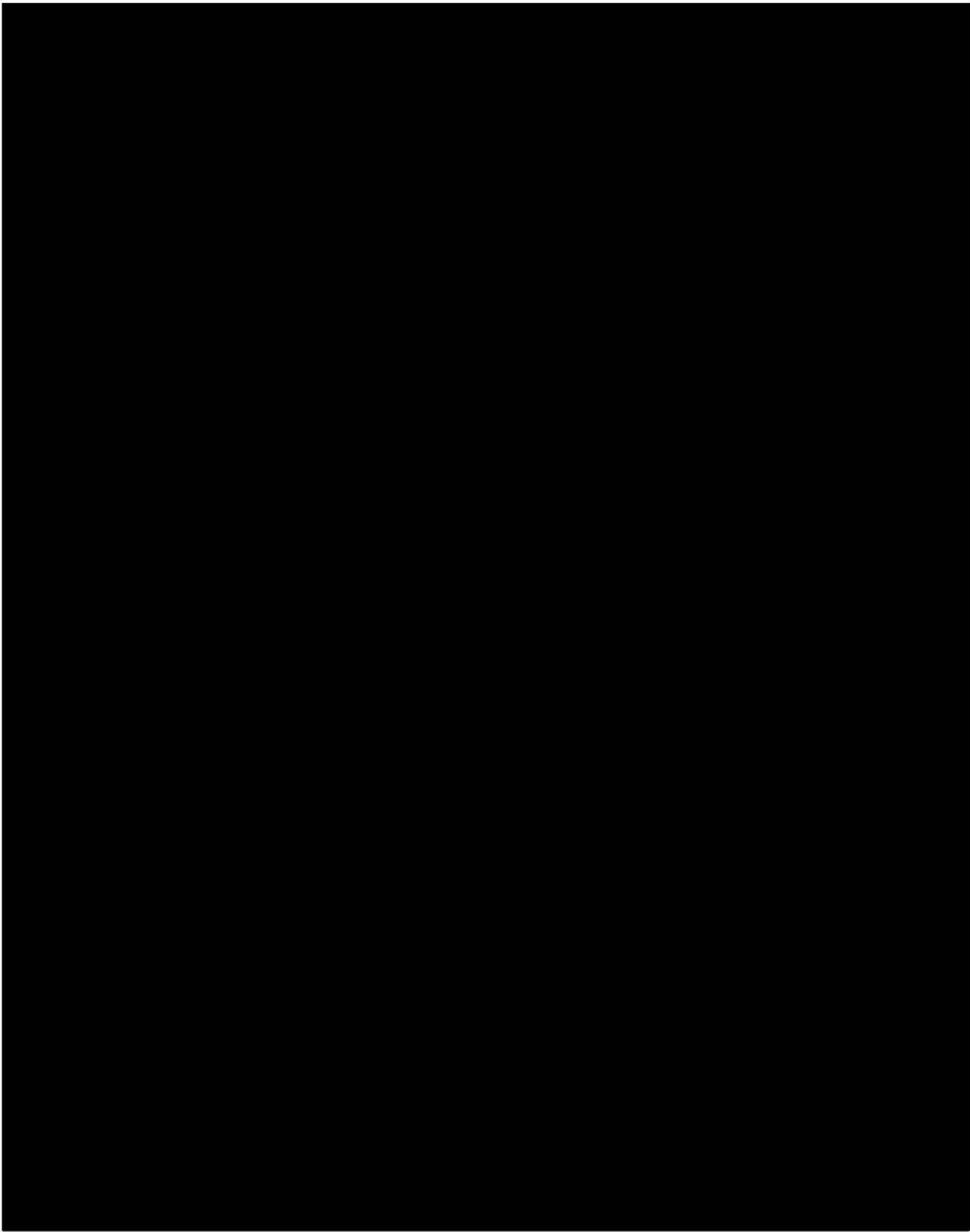


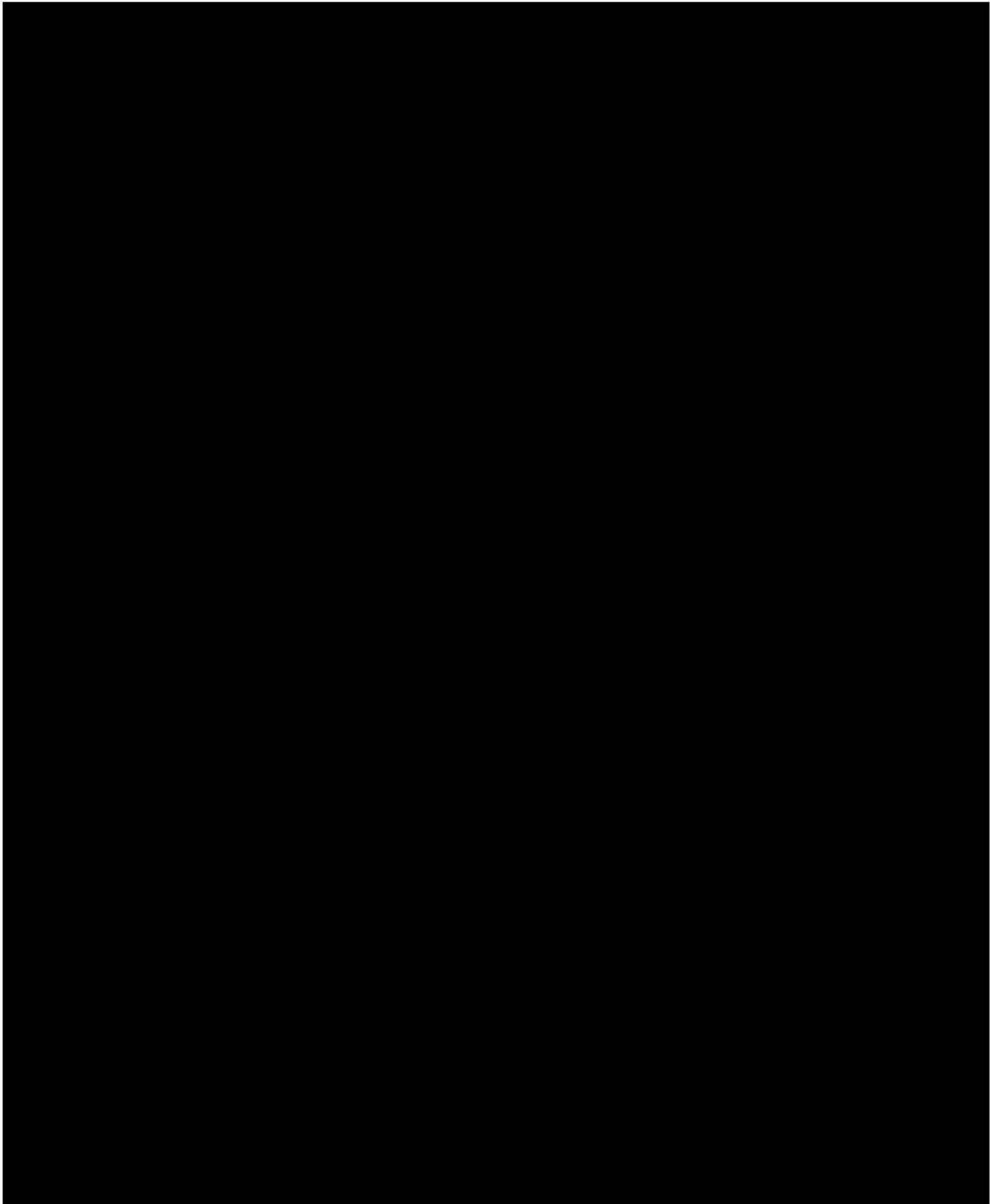


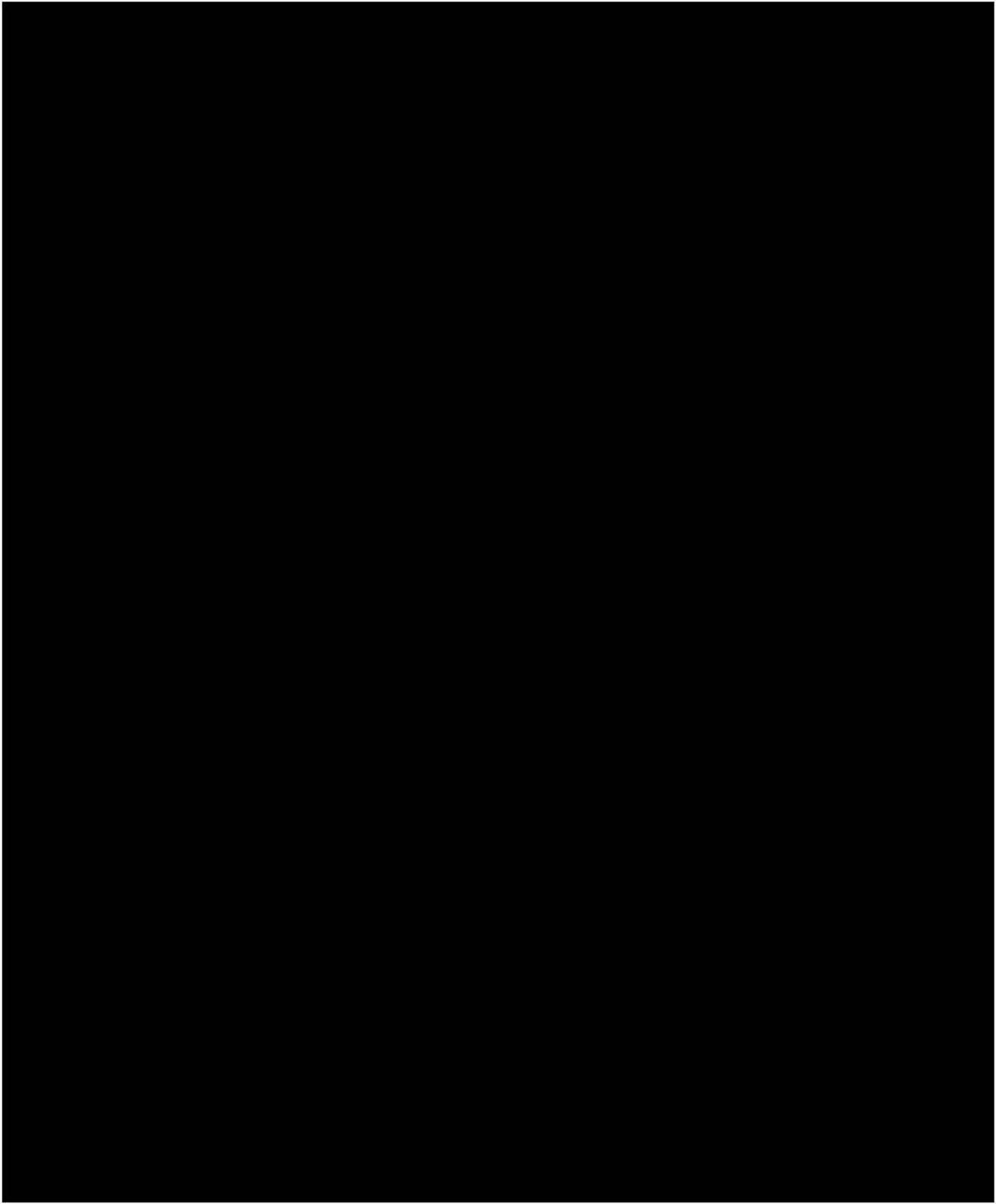
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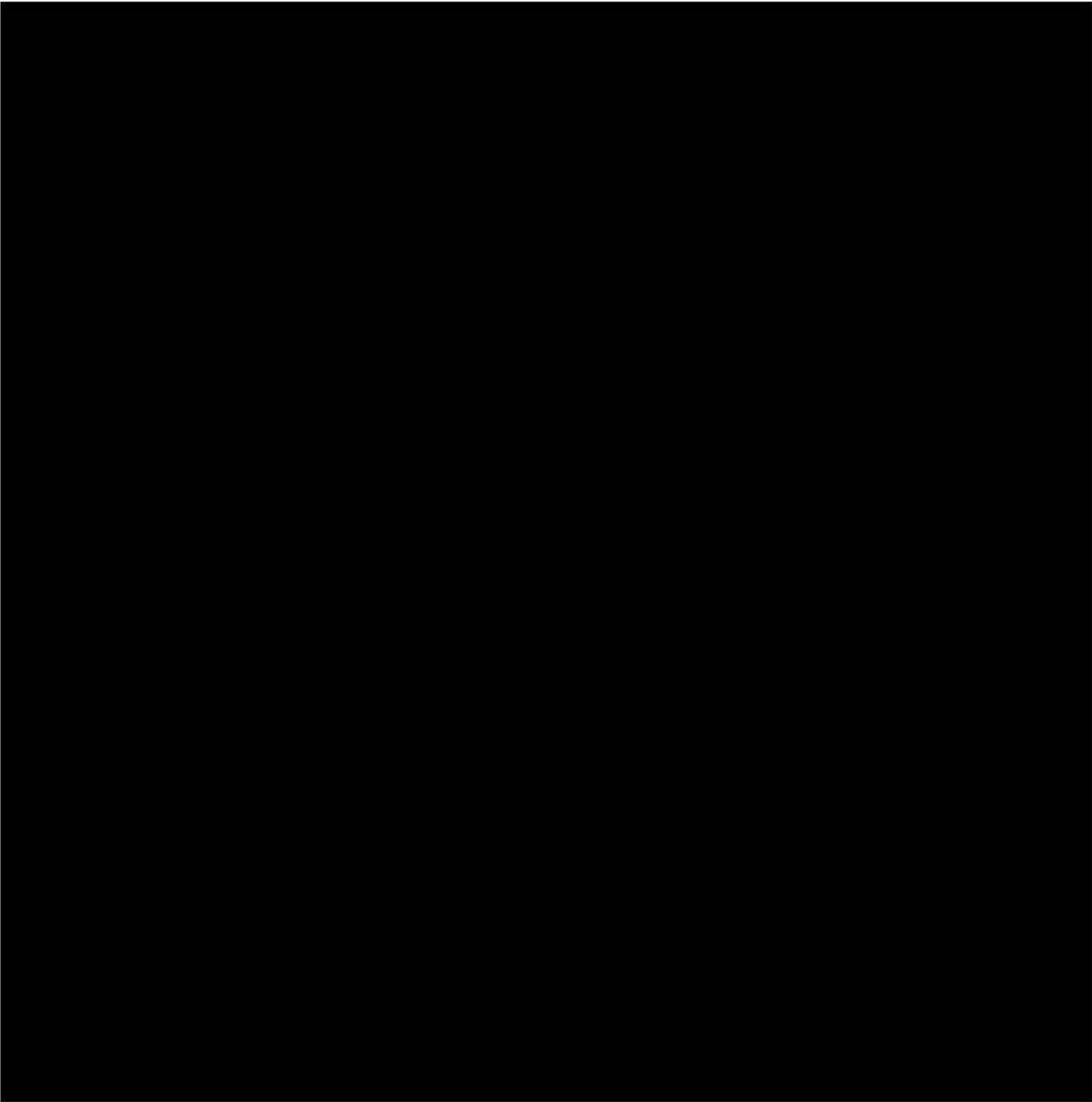
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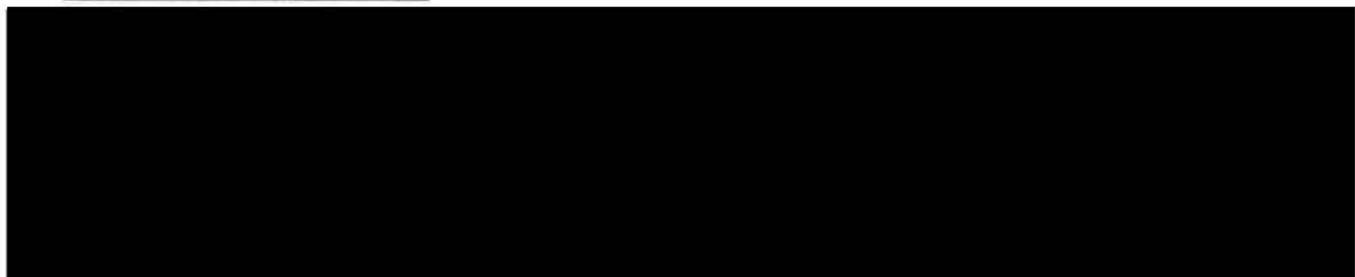
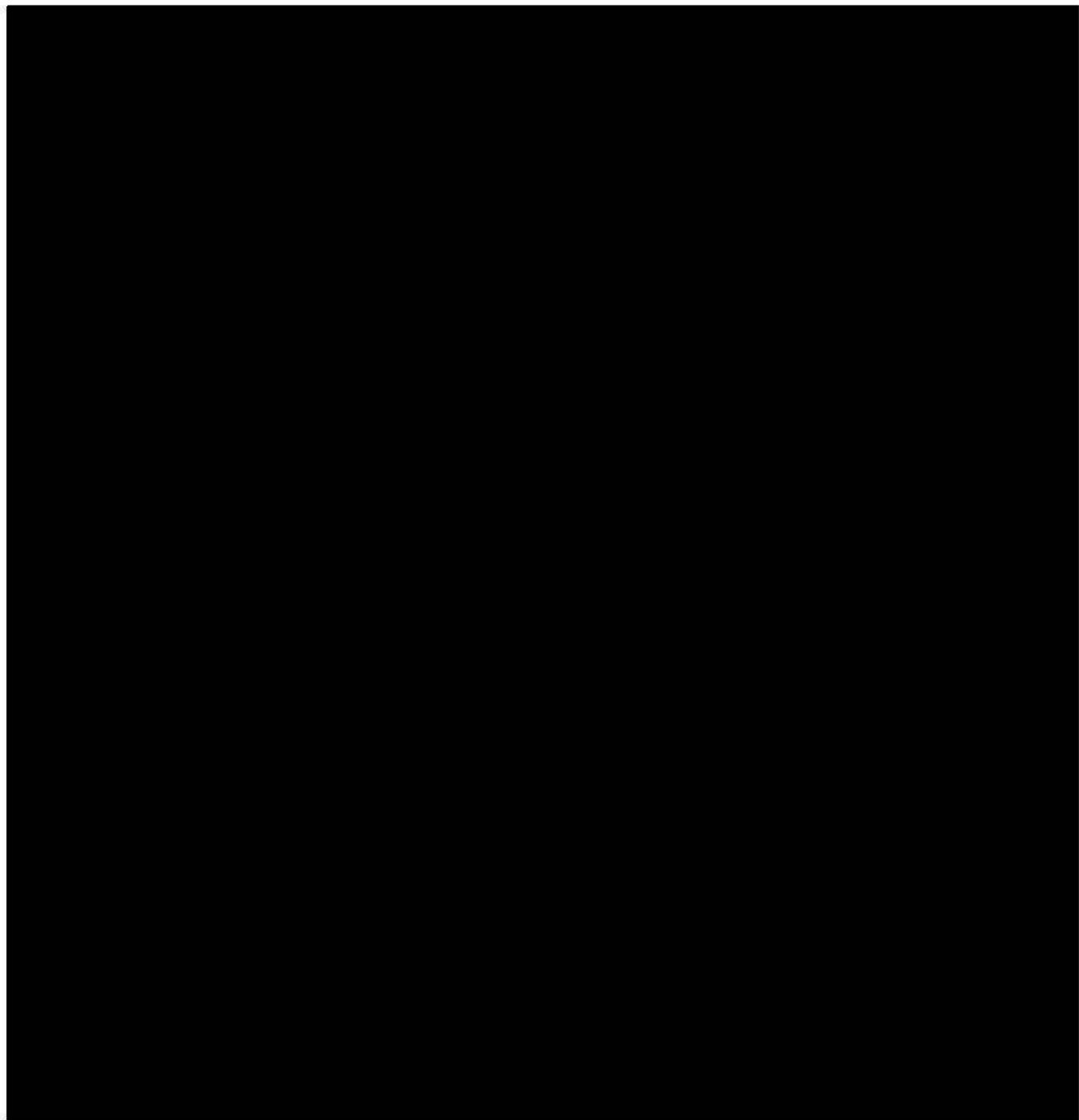


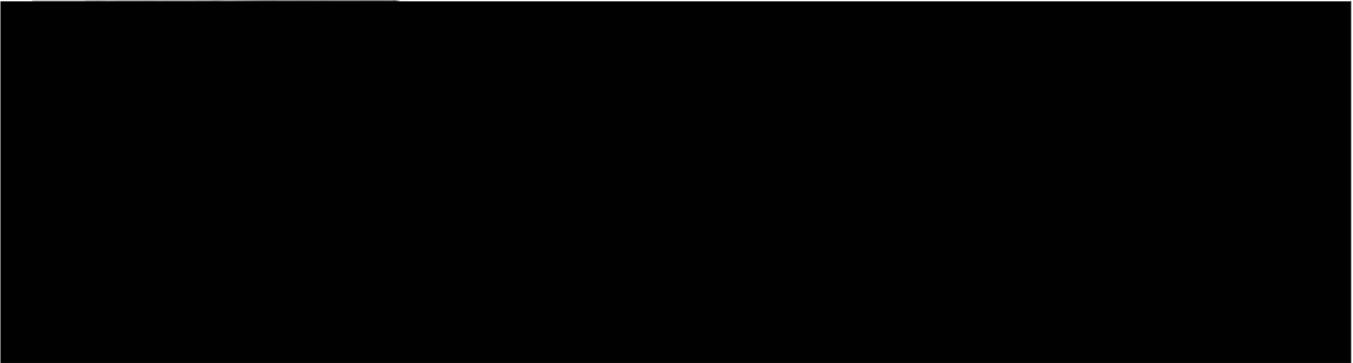
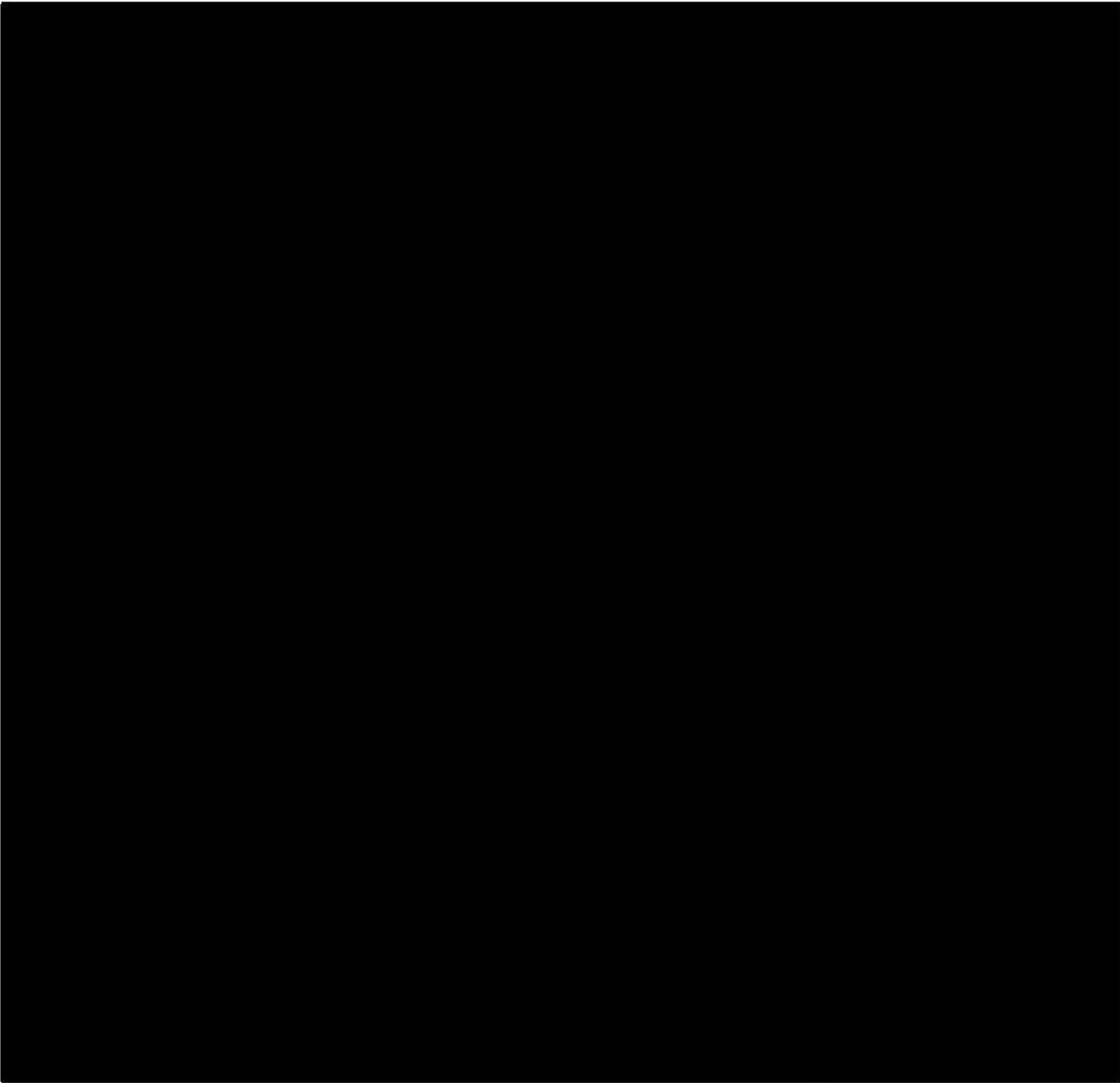


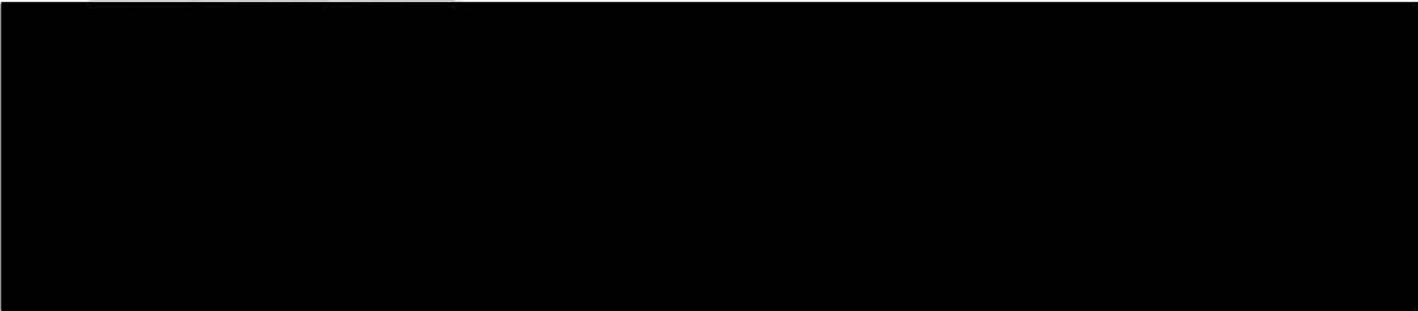
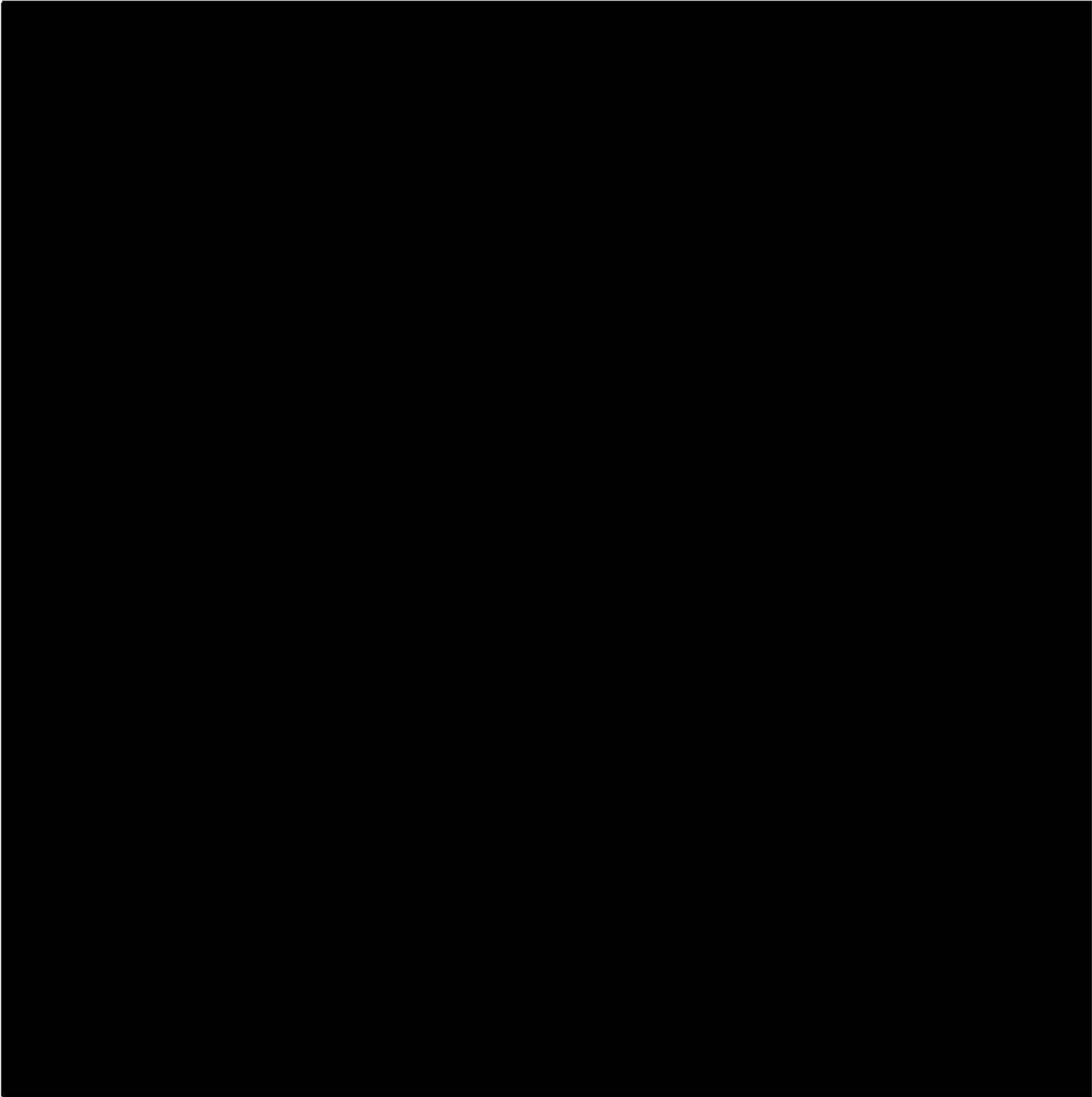


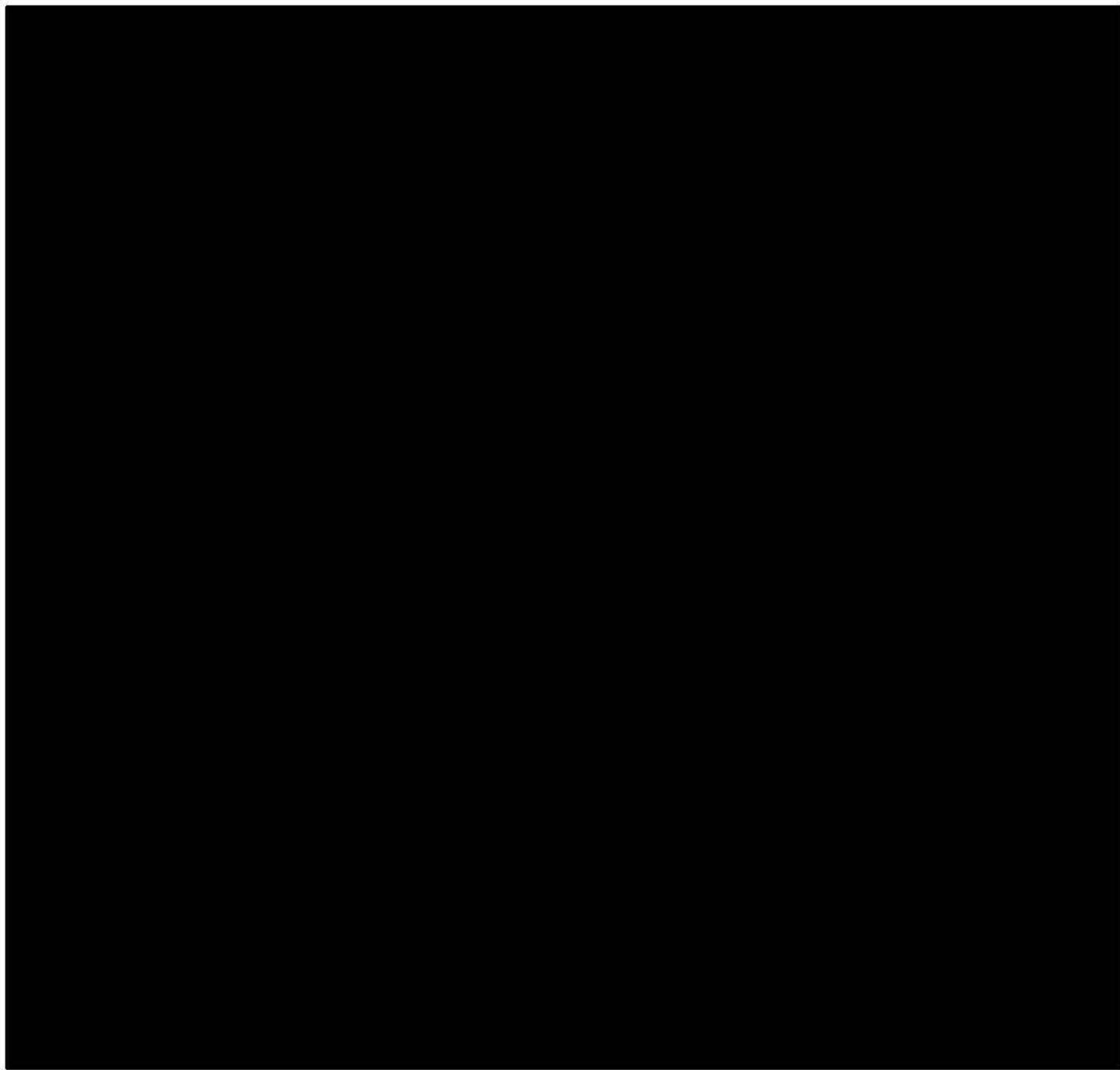


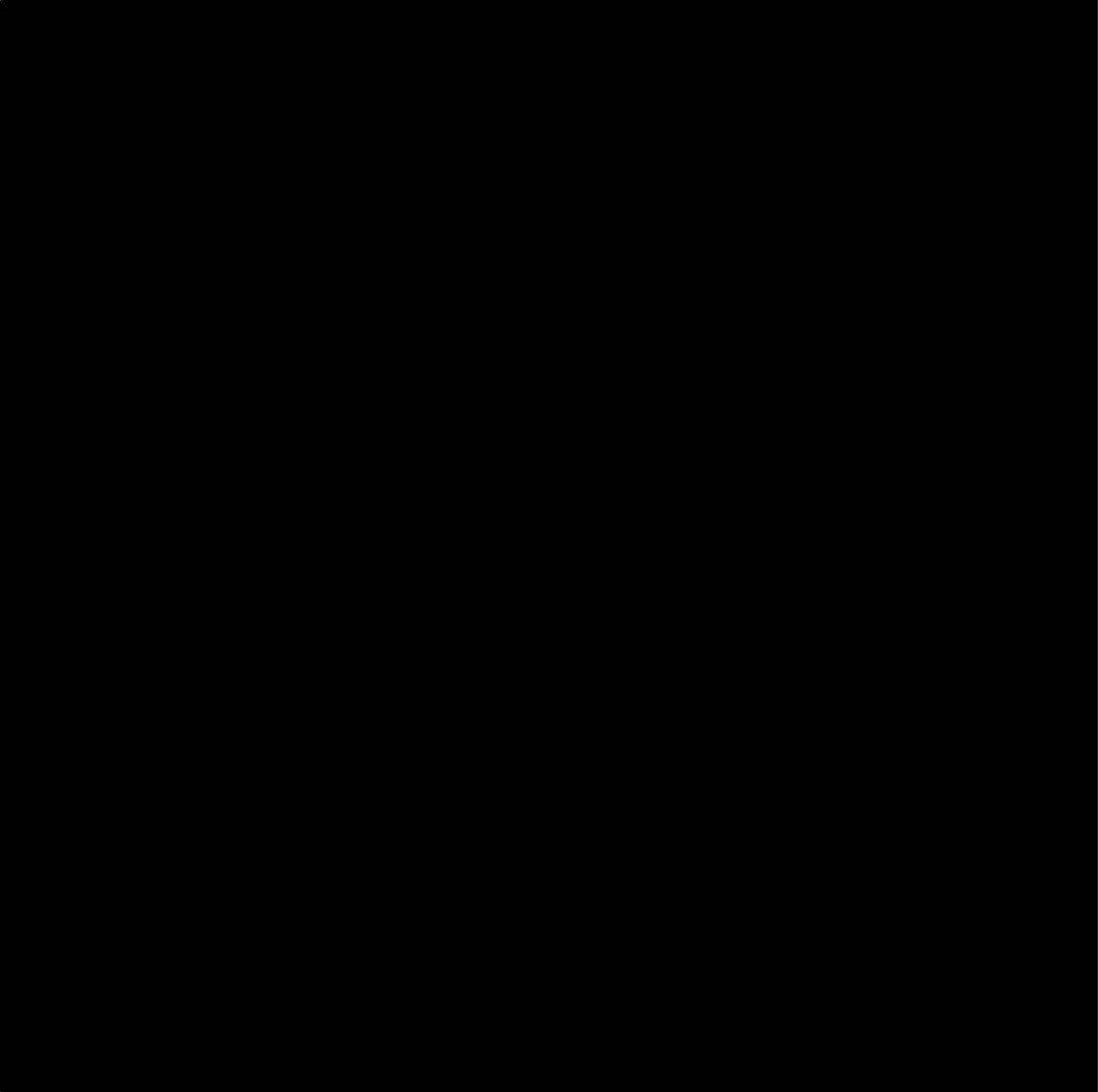


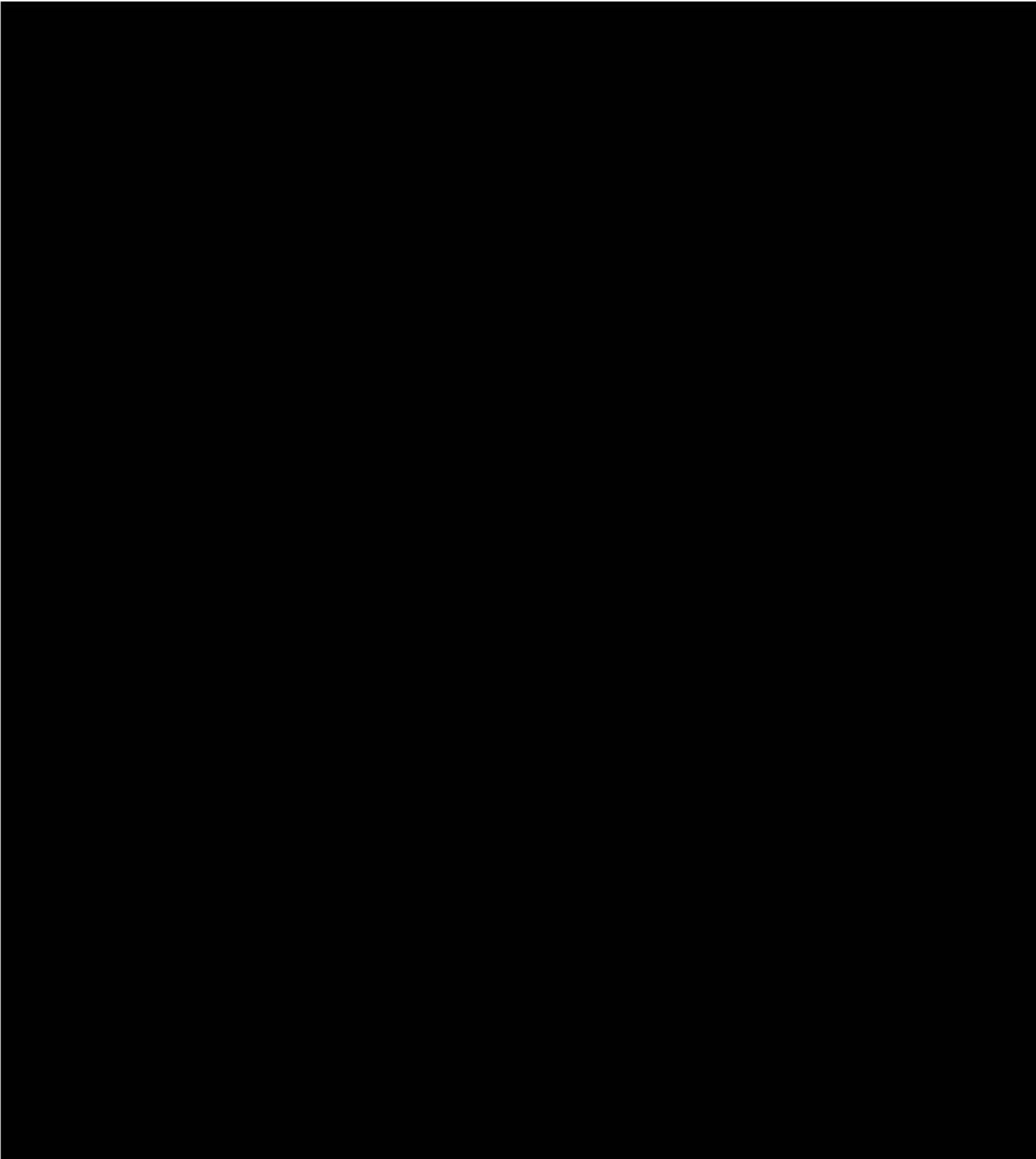


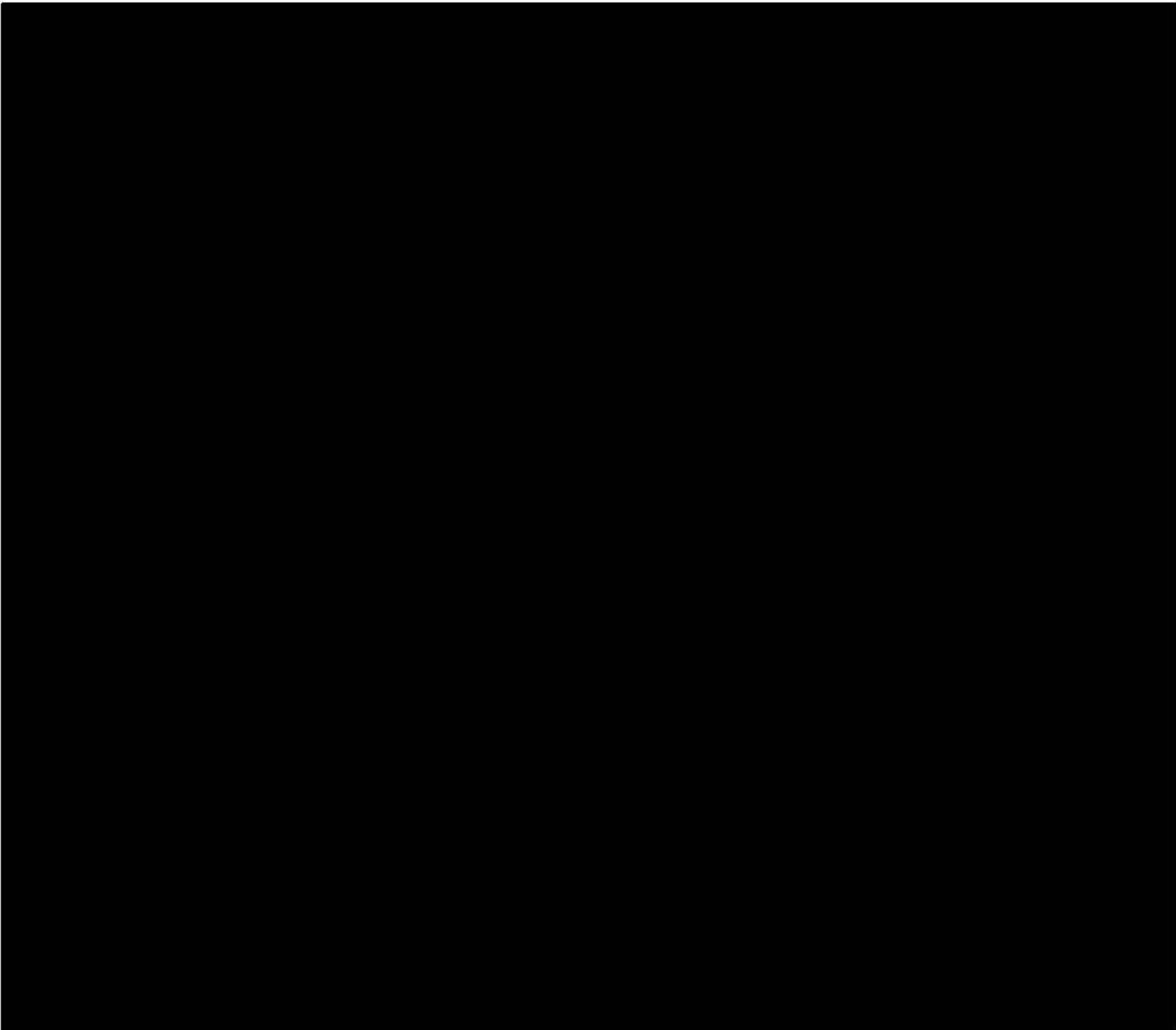


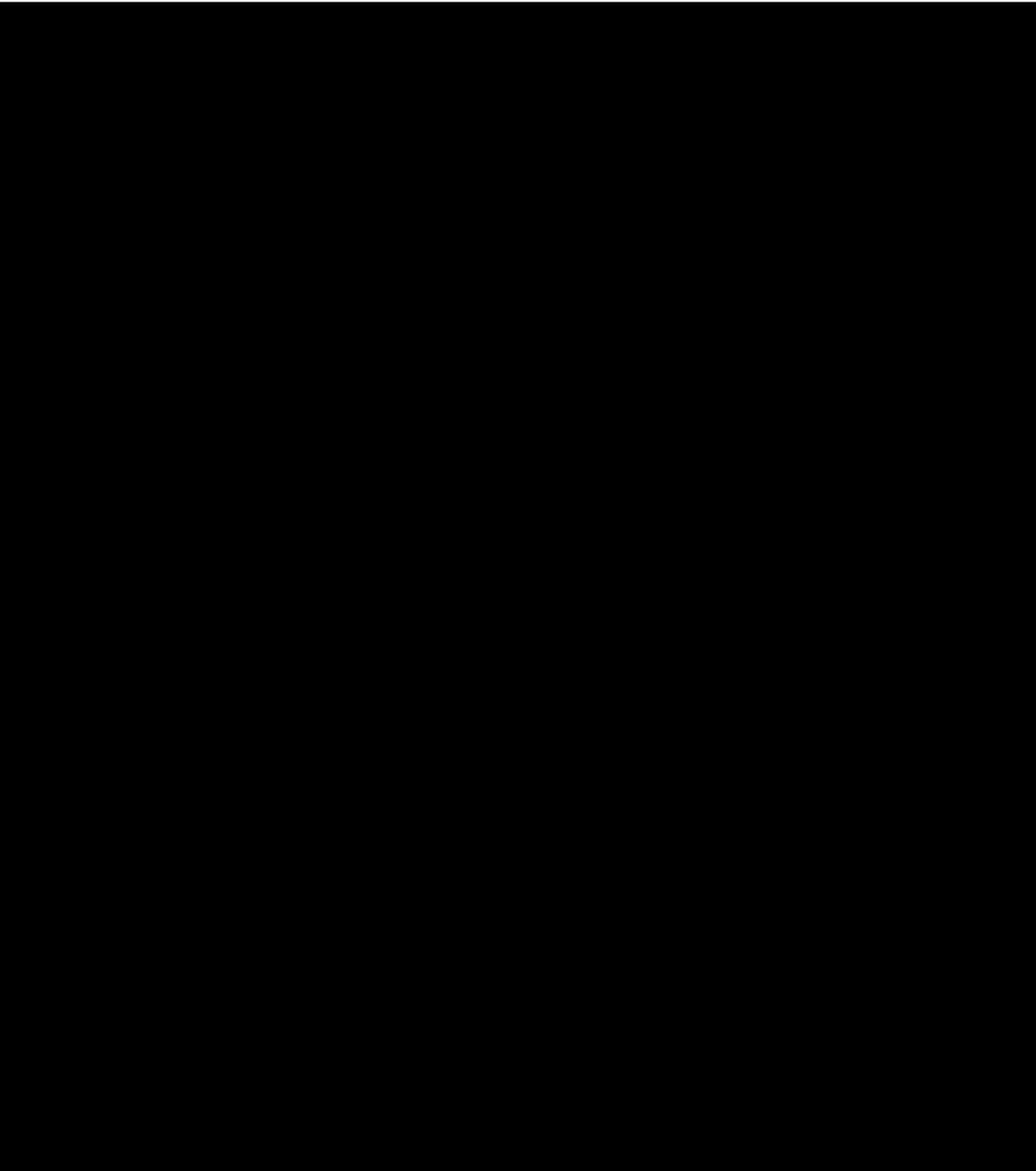


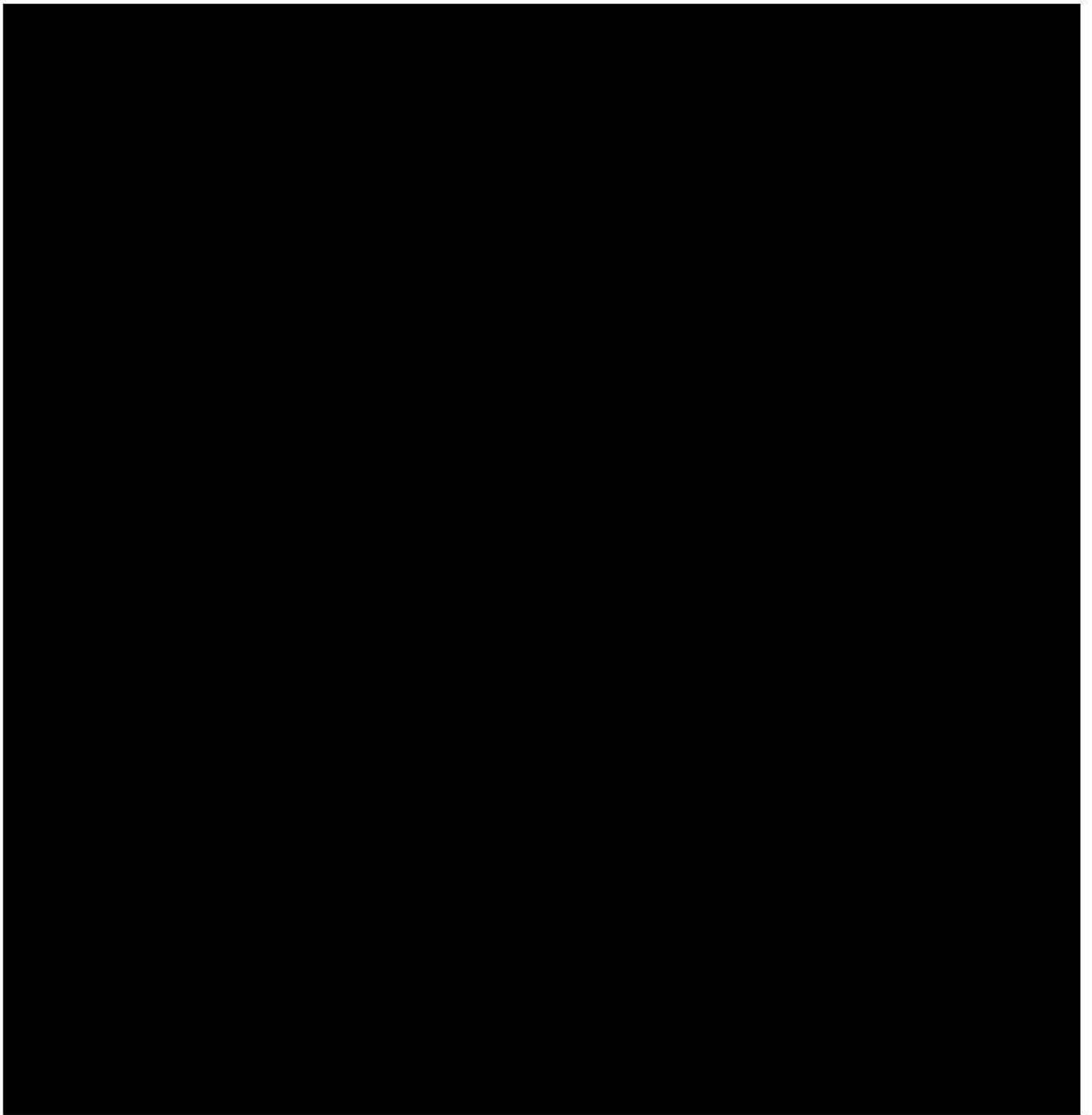


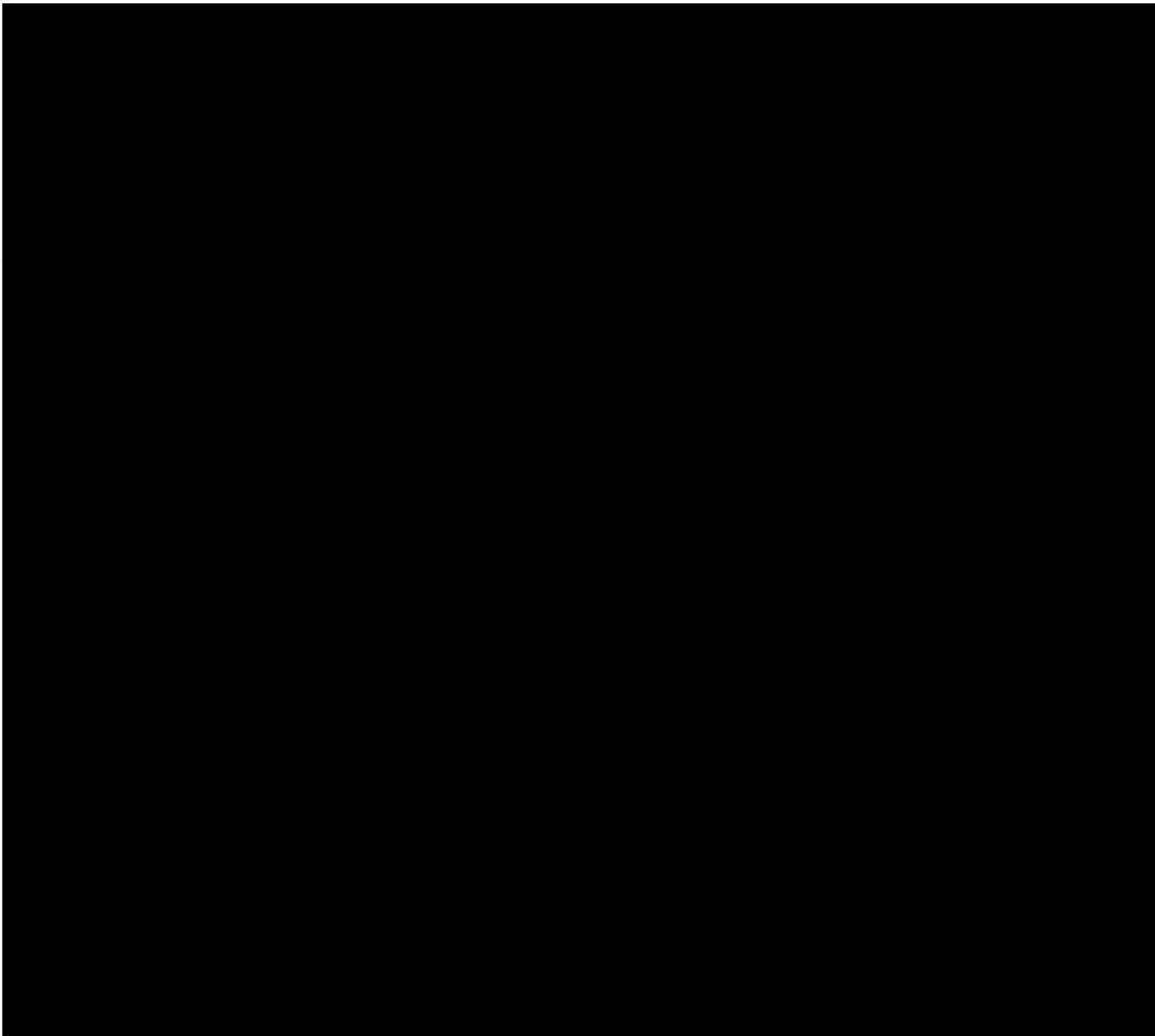




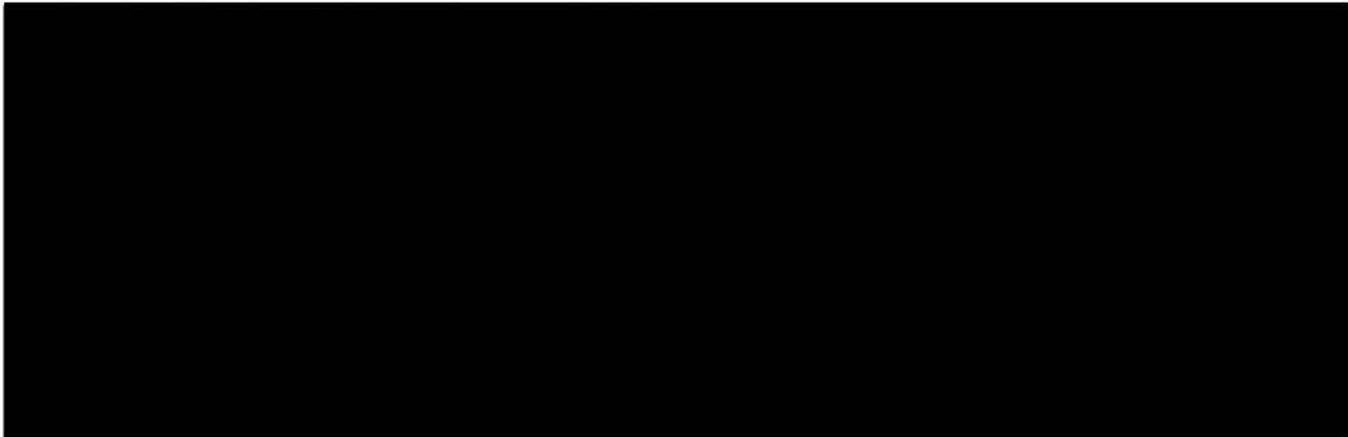


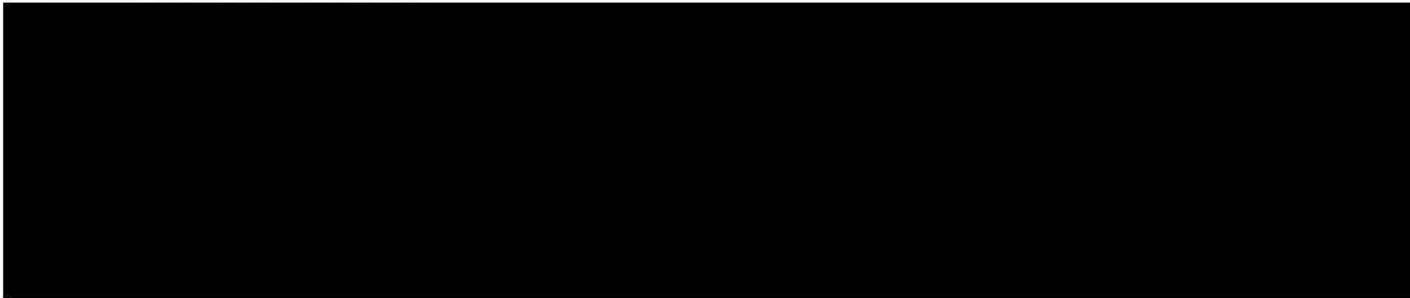
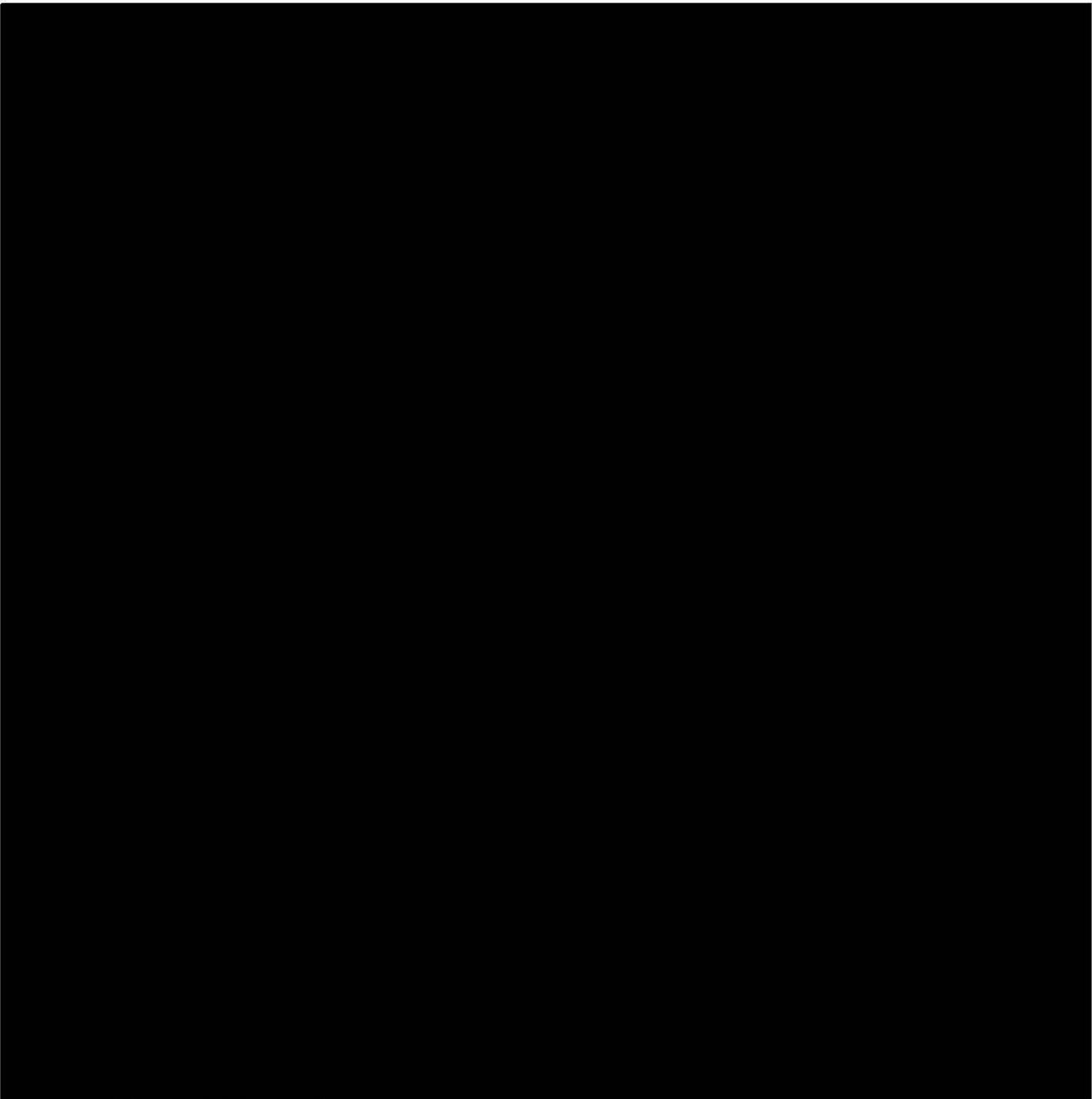


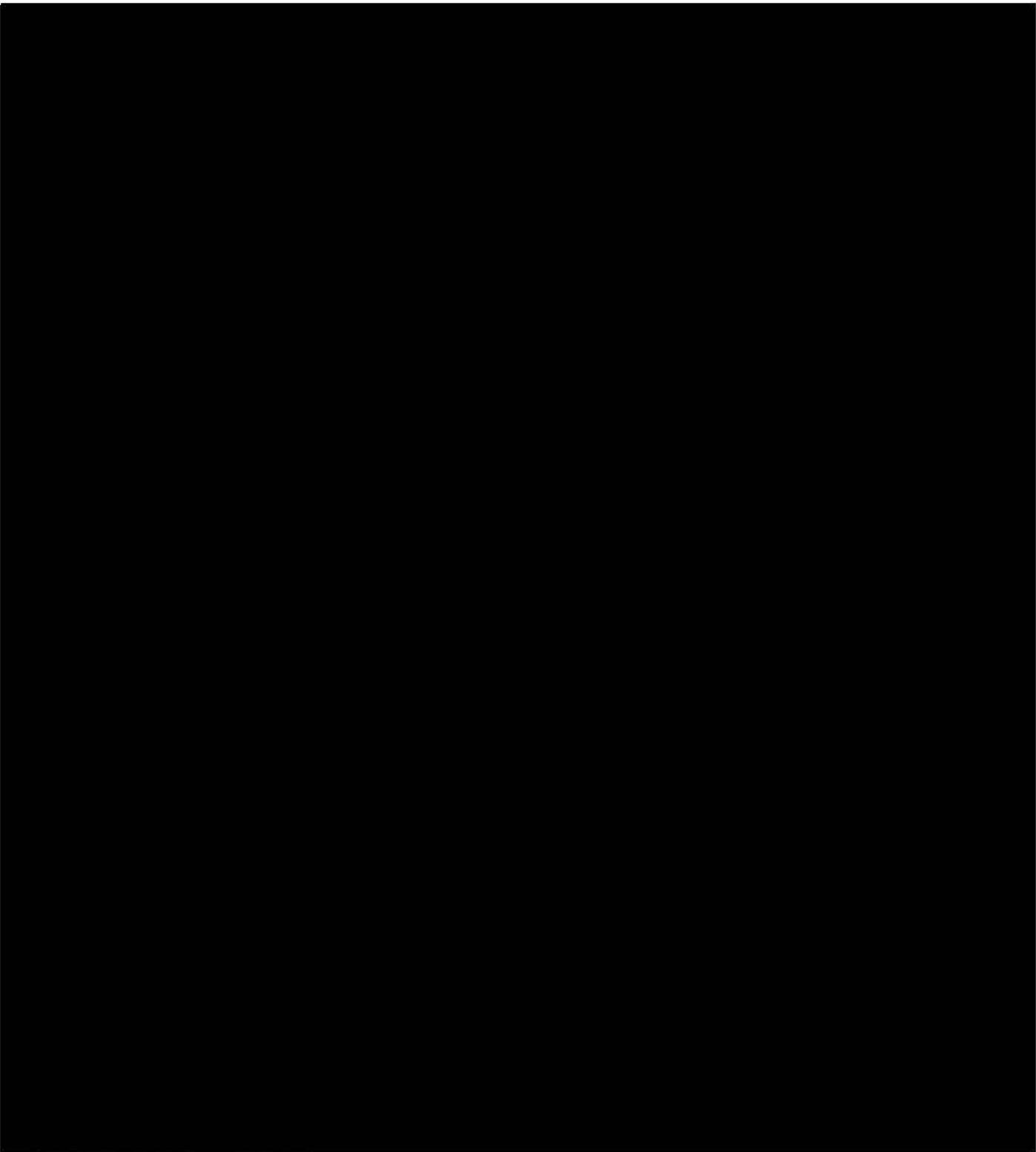


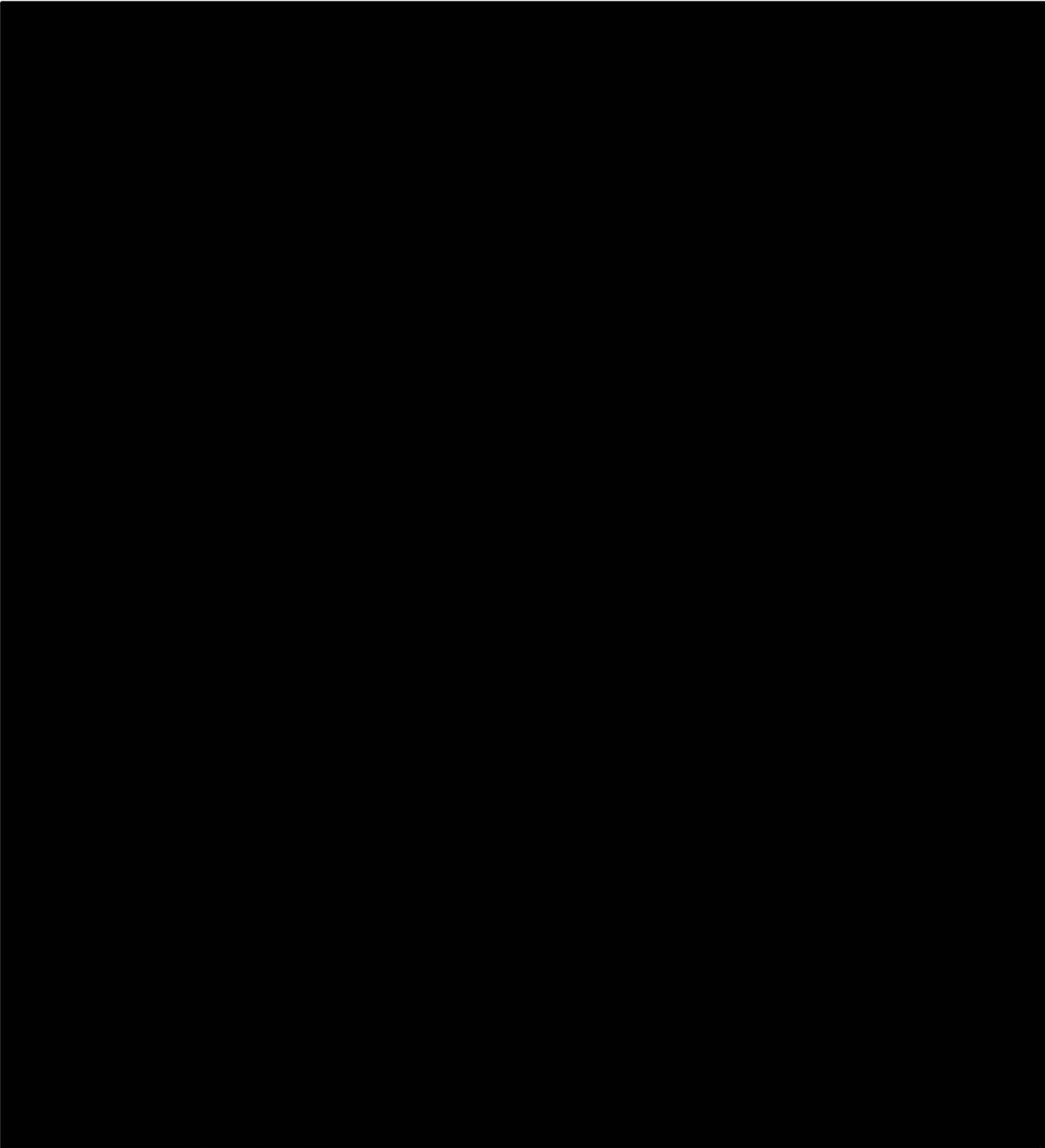


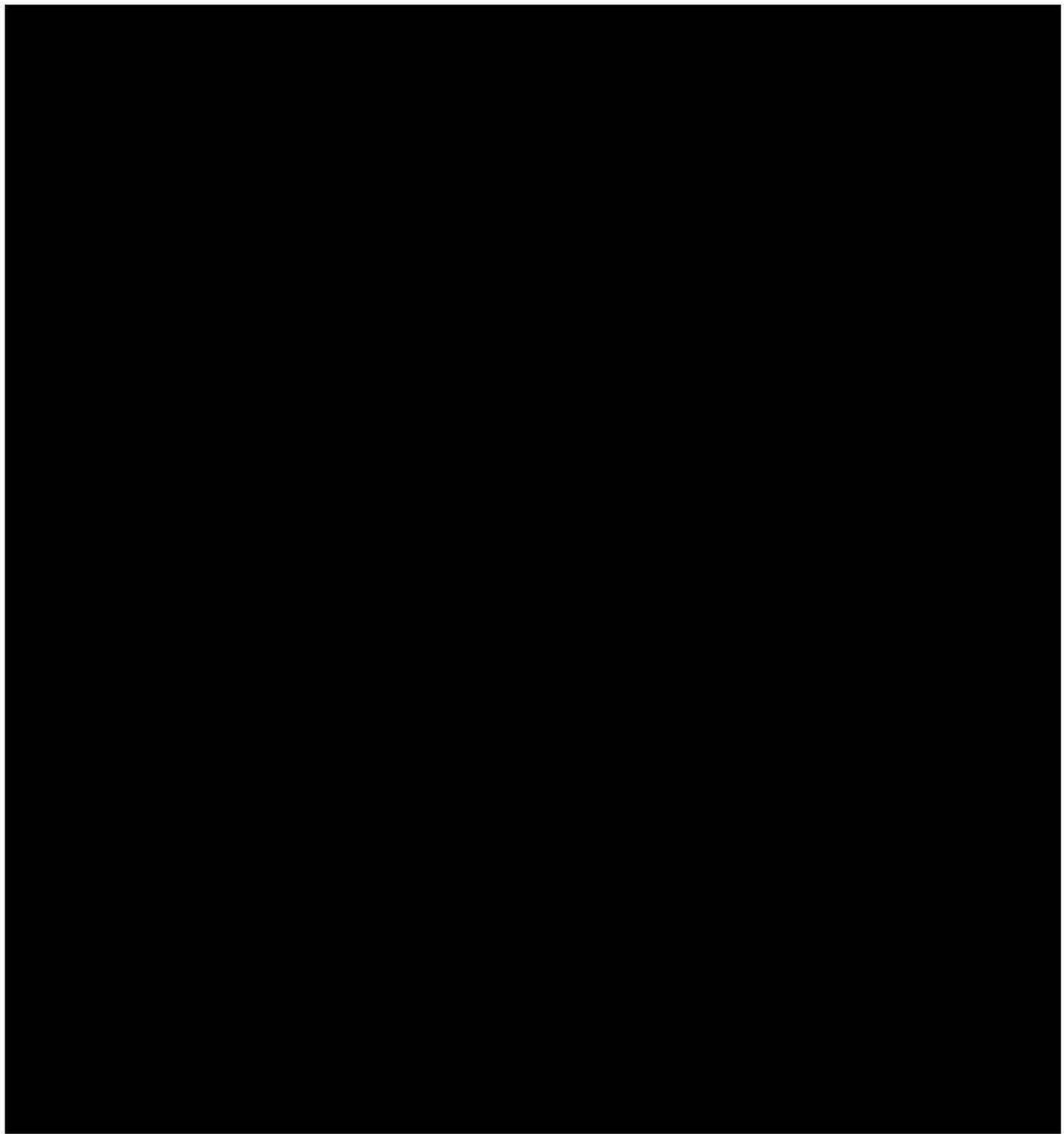
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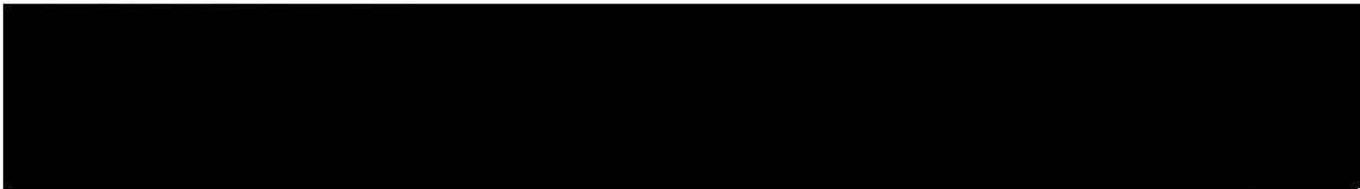
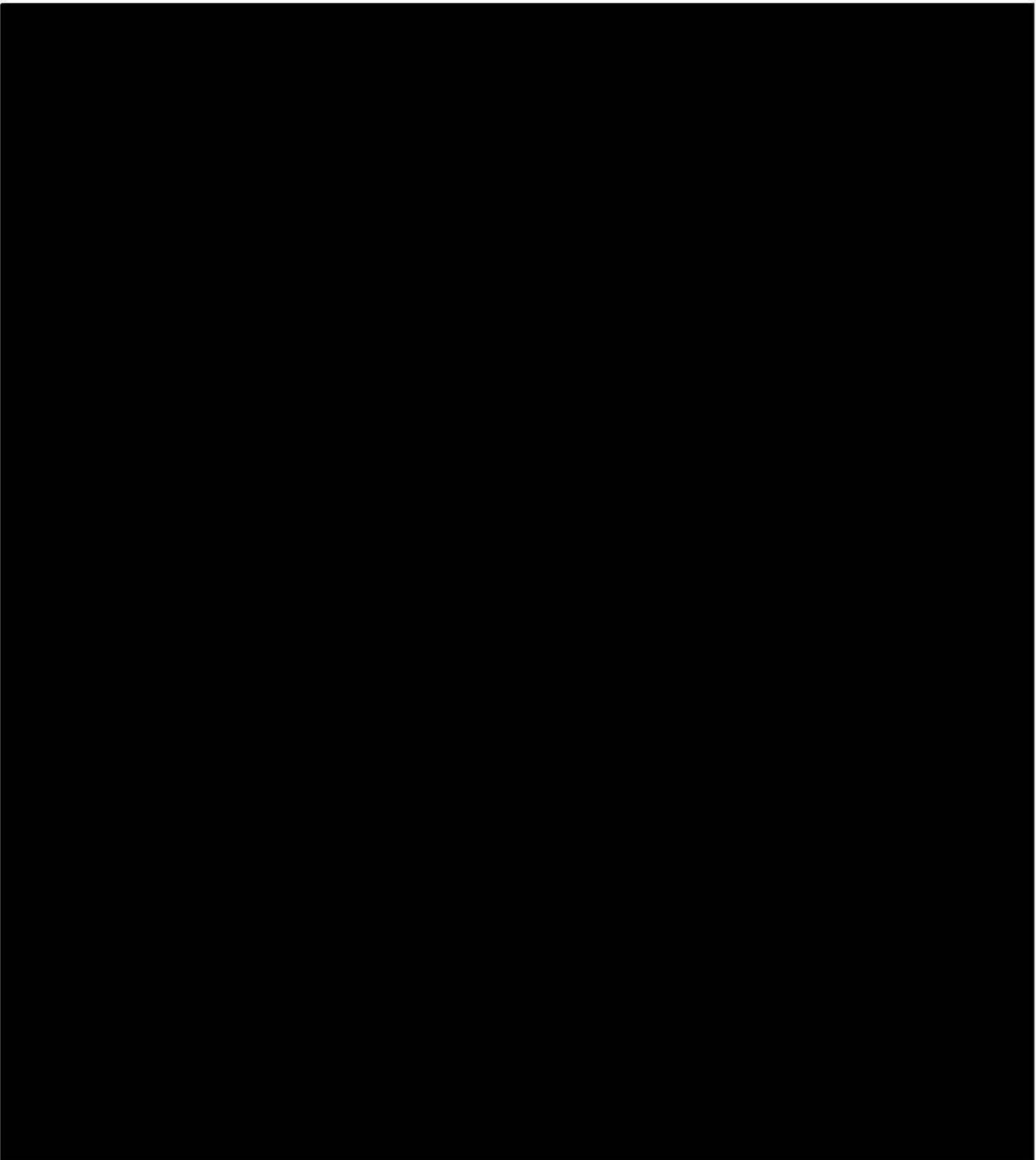


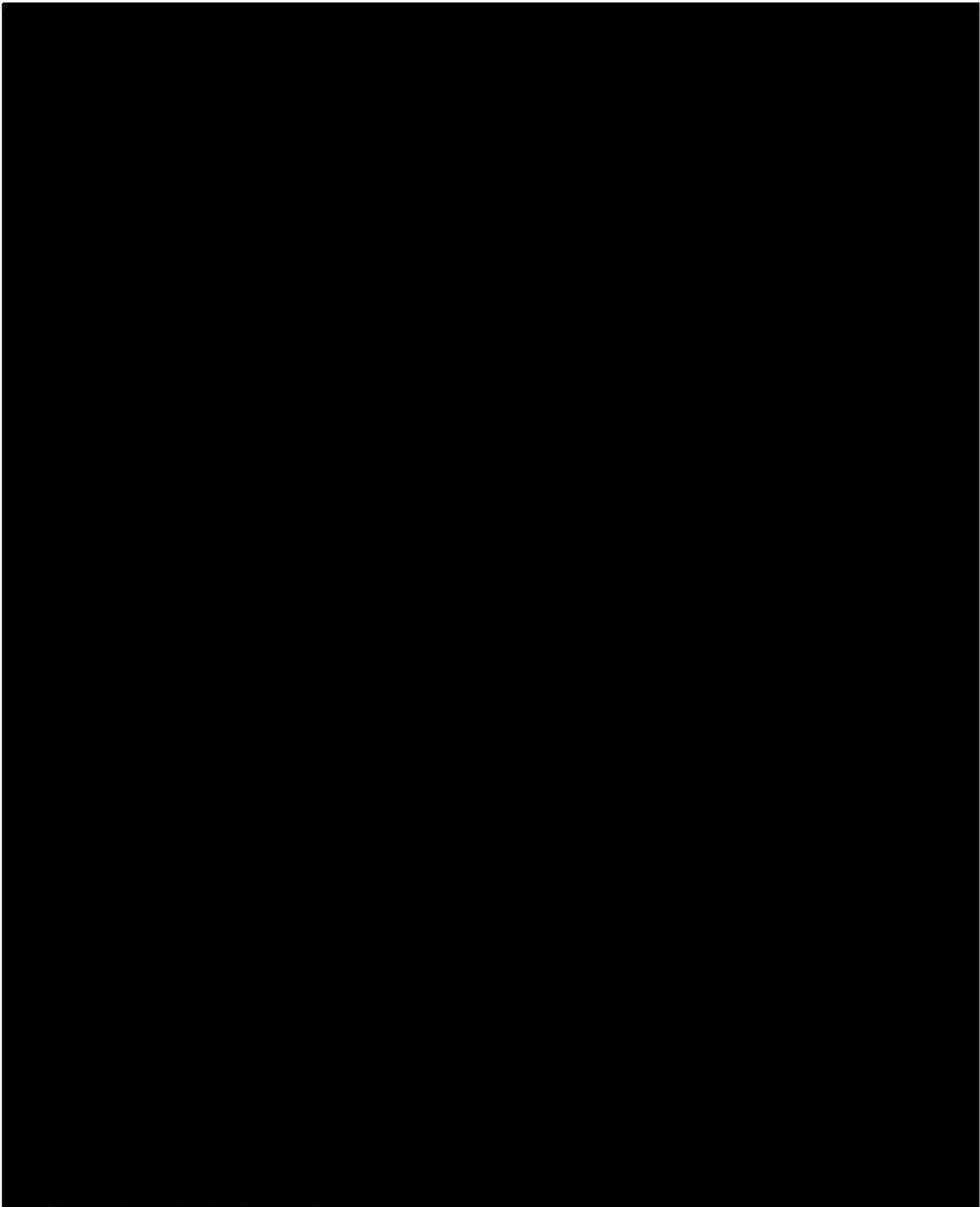


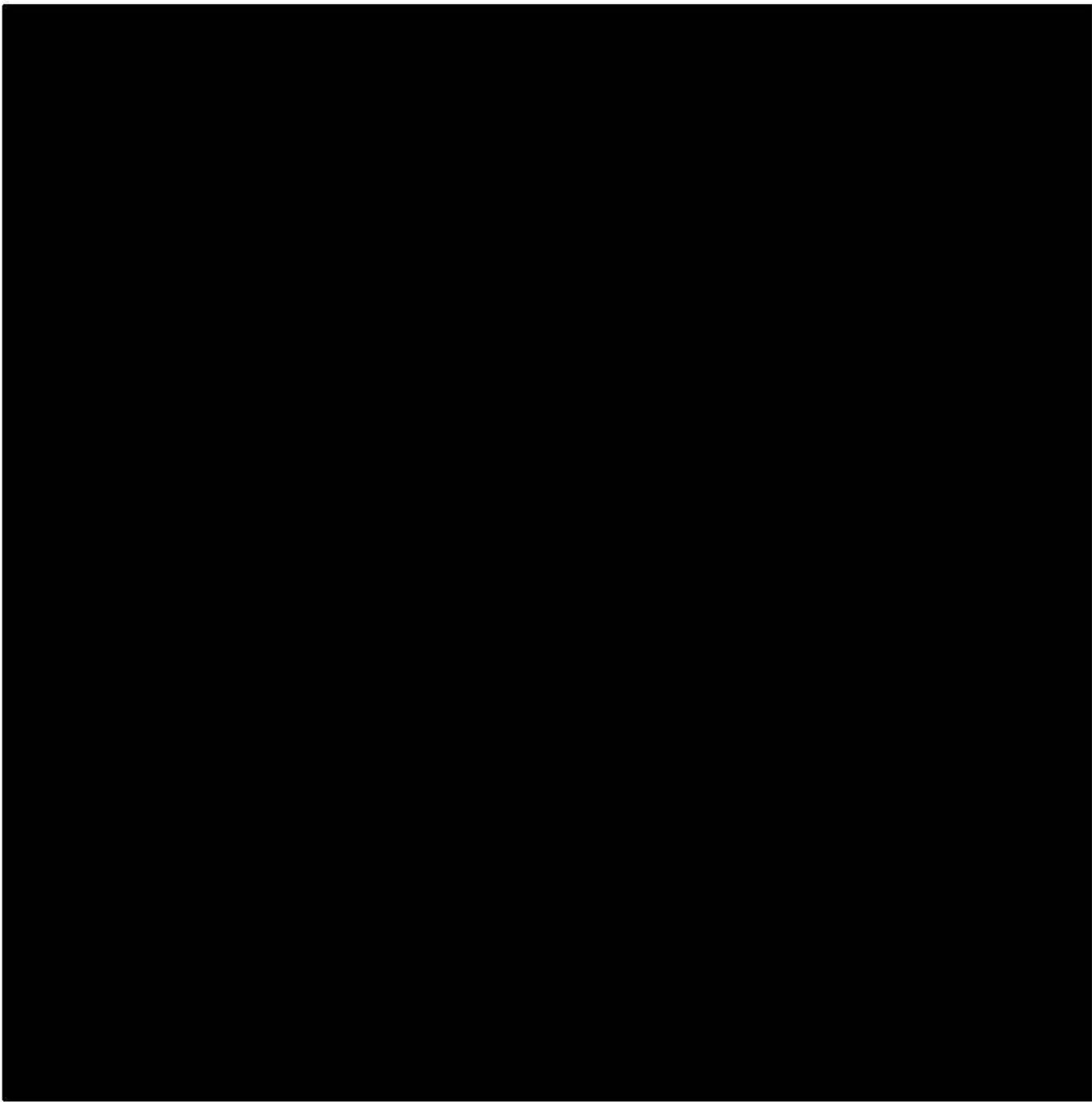


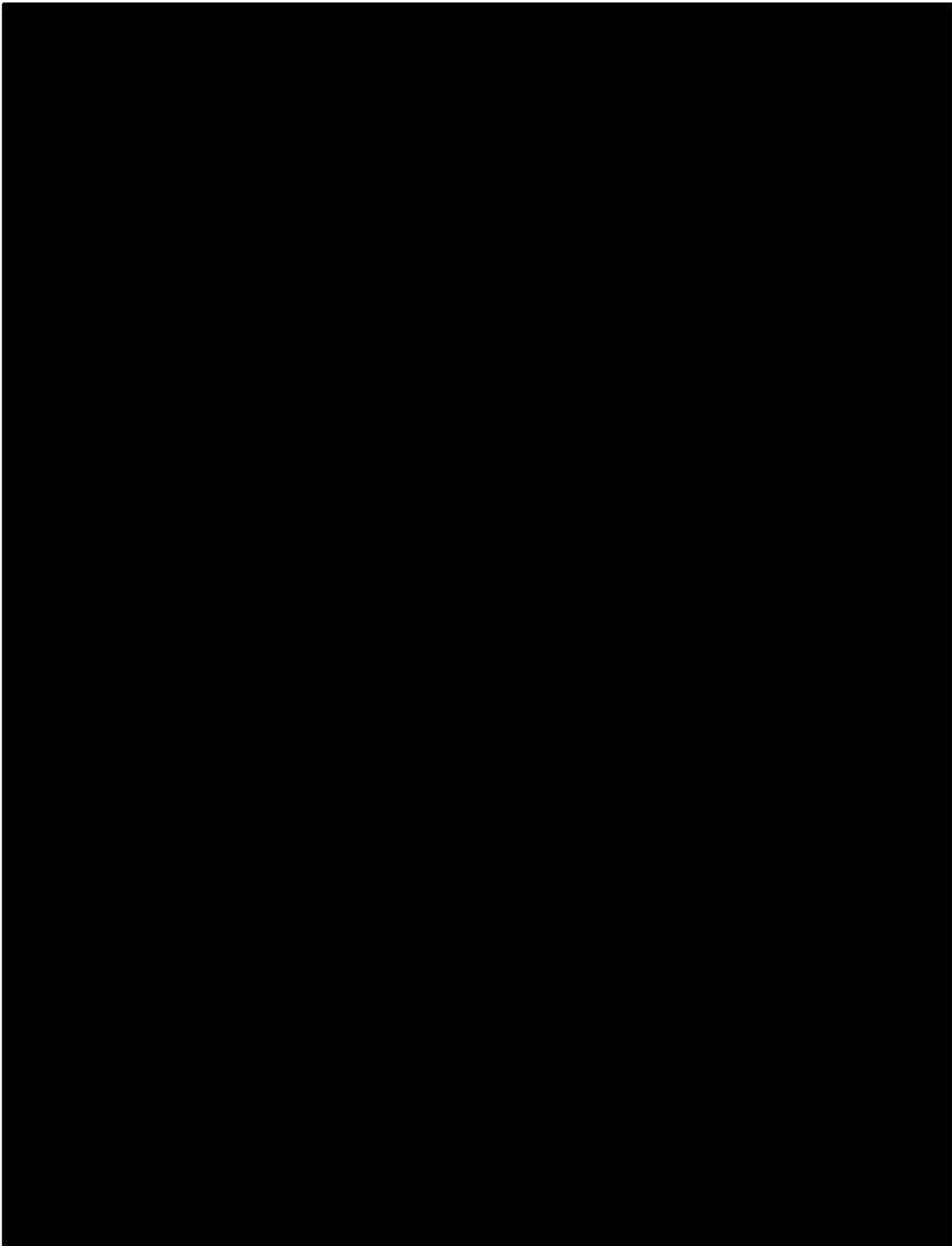














## SECTION B – DATA CAPTURE @ SOURCE

### 1. The purpose of data capture

Data capture at source is a prerequisite for the Interconnect system. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

### 2. Dataset

The actual data to be captured at source (i.e. dataset) depends on which purpose is served. [REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]

c. Item Label (§10 standard barcode)

[REDACTED]

## SECTION C – TRACKING

### 1. Introduction

All Interconnect participants must provide tracking information on [REDACTED]  
[REDACTED]

### 2. Barcode Tracking: EMSEVT v3 M40-6

The use of EMSEVT v3 M40-6 is a prerequisite in Interconnect services where barcodes are used. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]

**3. RFID Tracking**

RFID is an optional element of Interconnect. [REDACTED]

**4. Return of Tracking information**

[REDACTED]

[Redacted]

**5. End-to-end tracking**

[Redacted]

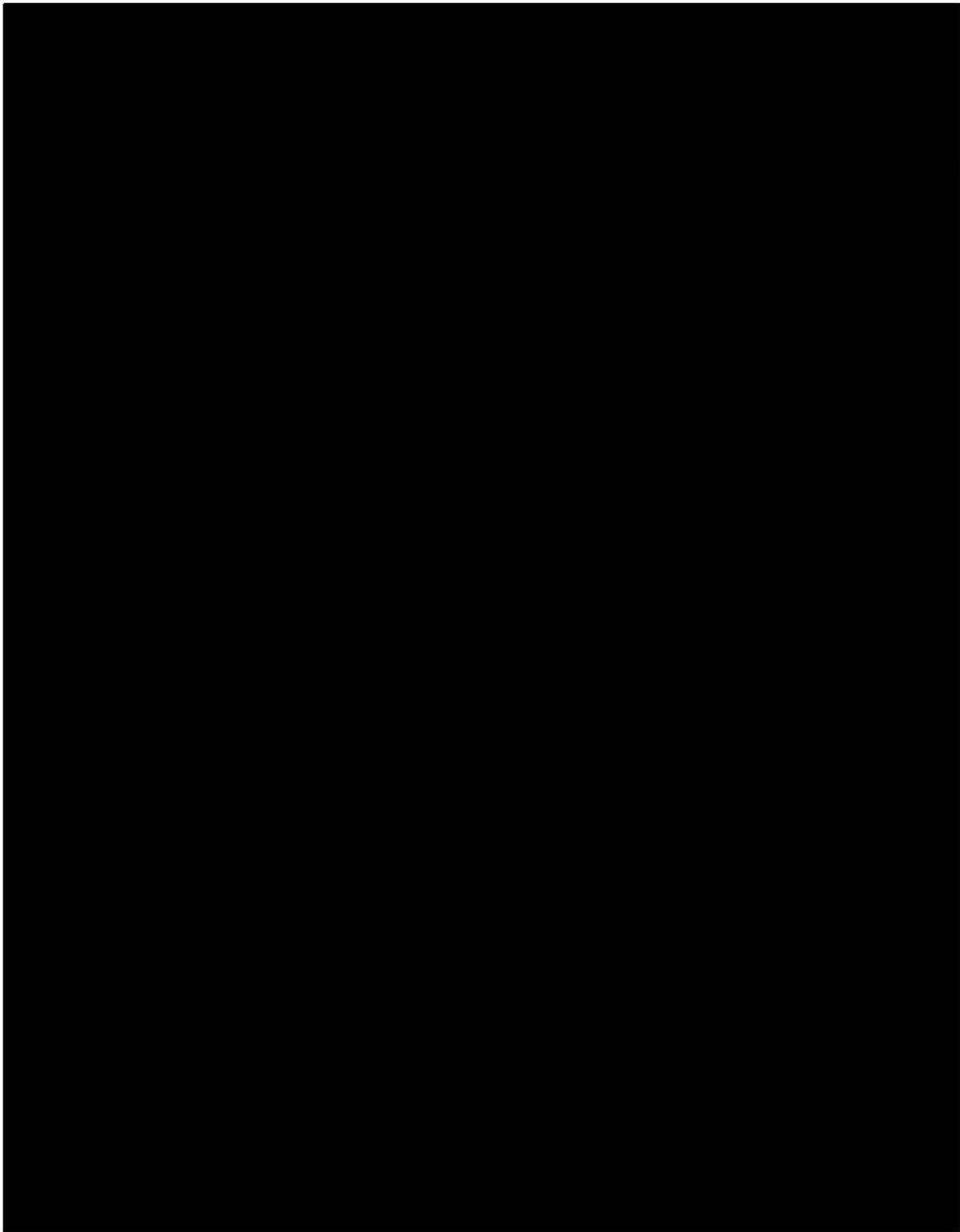
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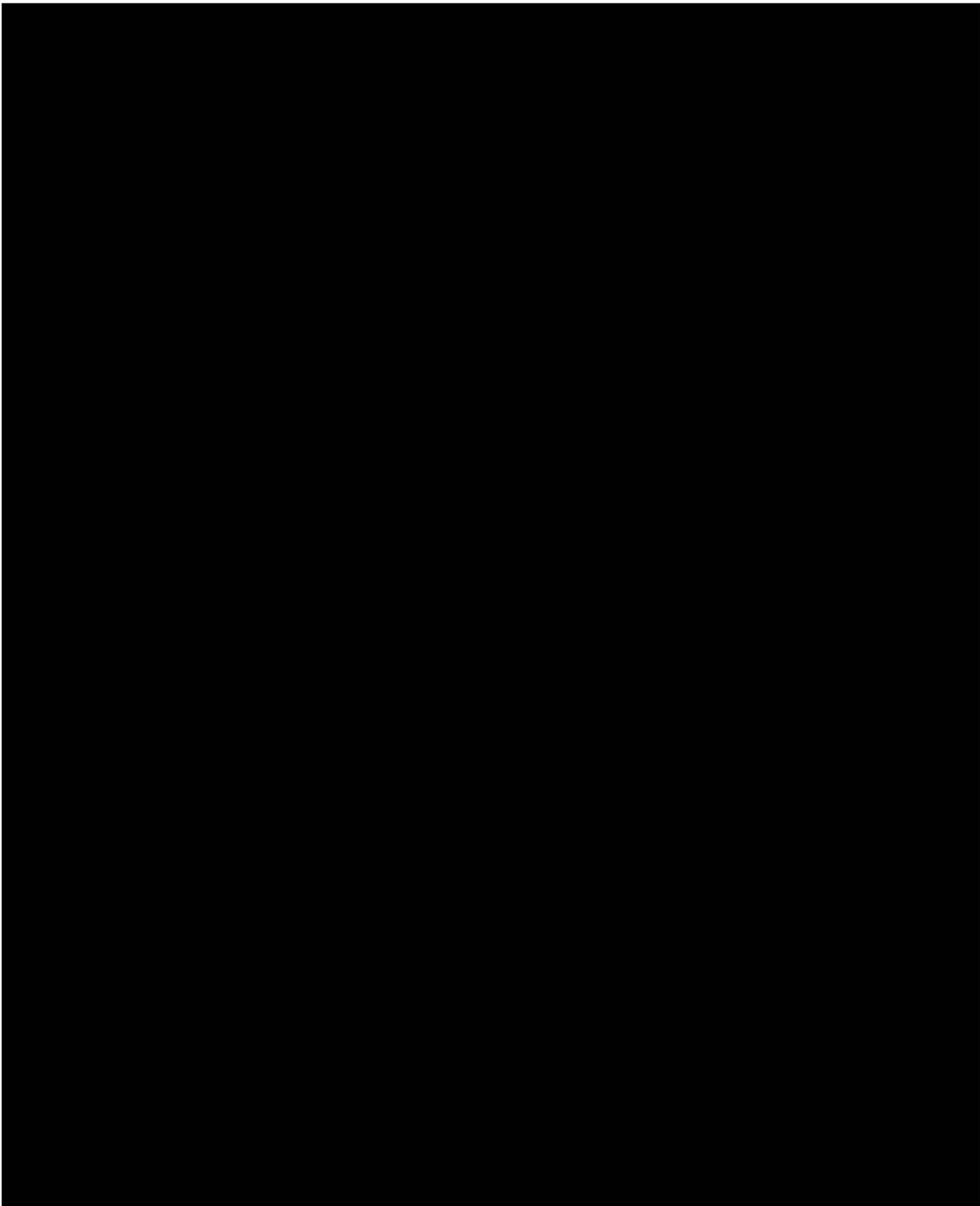
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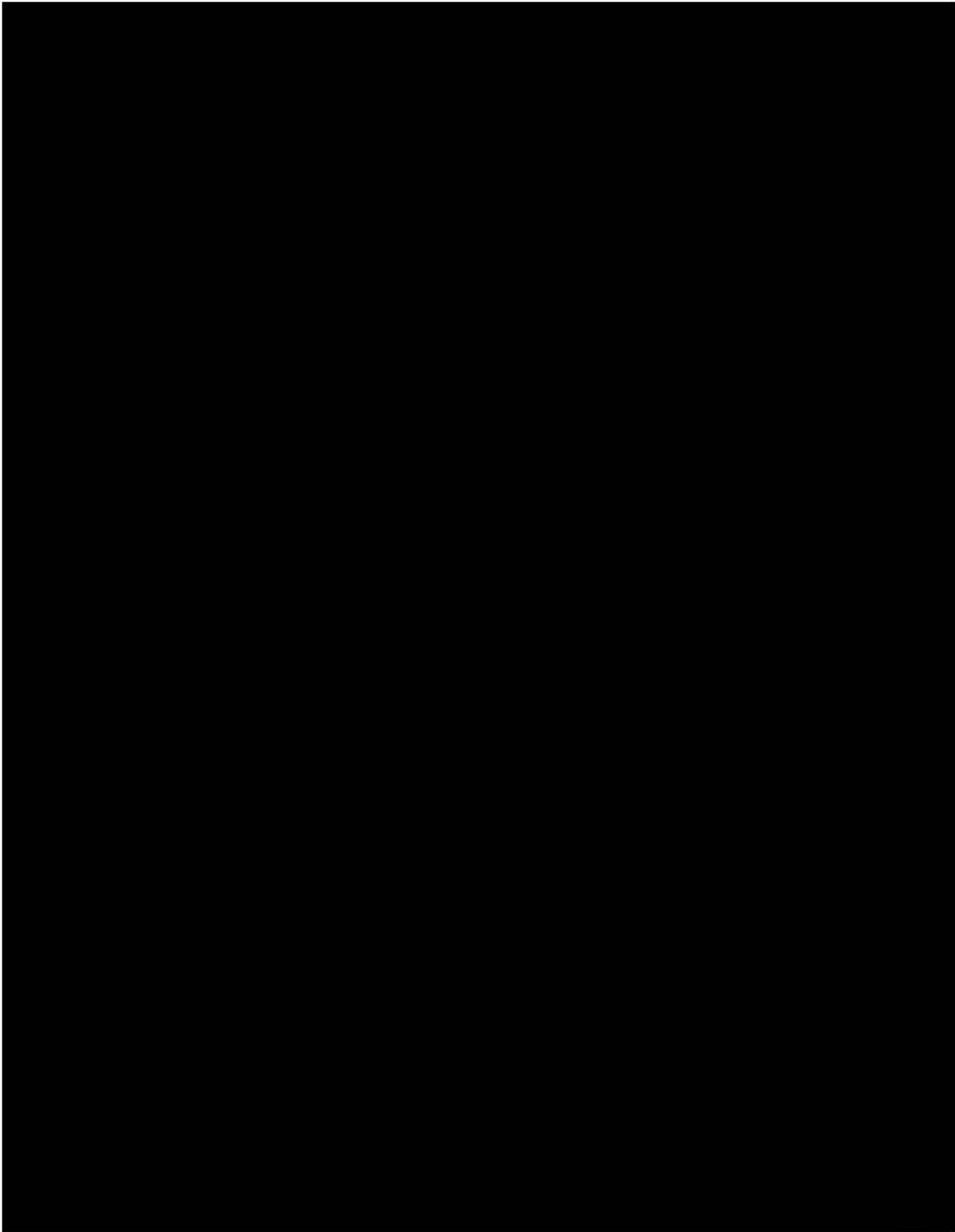
**6. Barcodes**

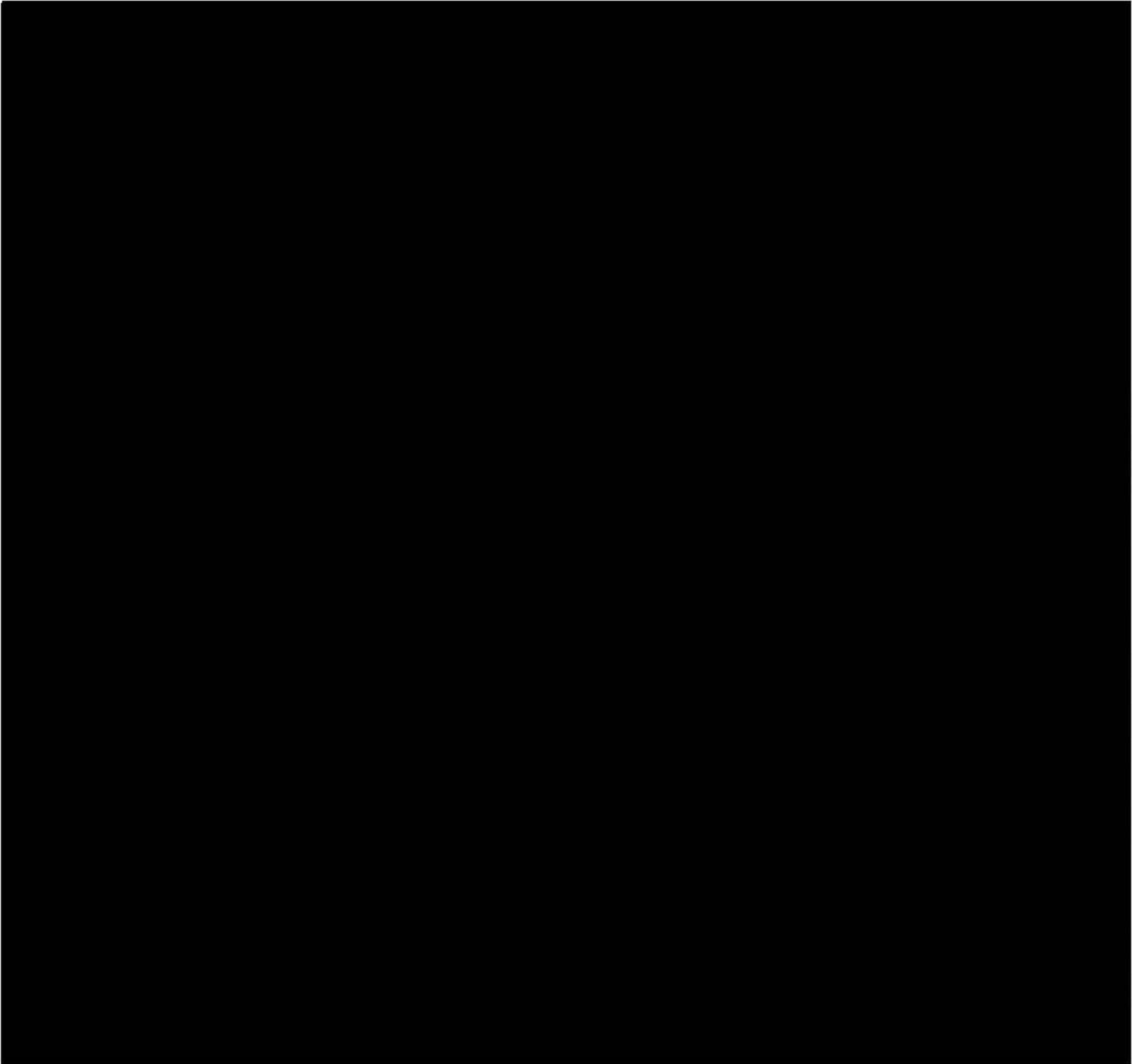
Barcodes used for Interconnect Premium and Standard services (including barcodes used on RFID items) must respect the s10 requirements. [Redacted]

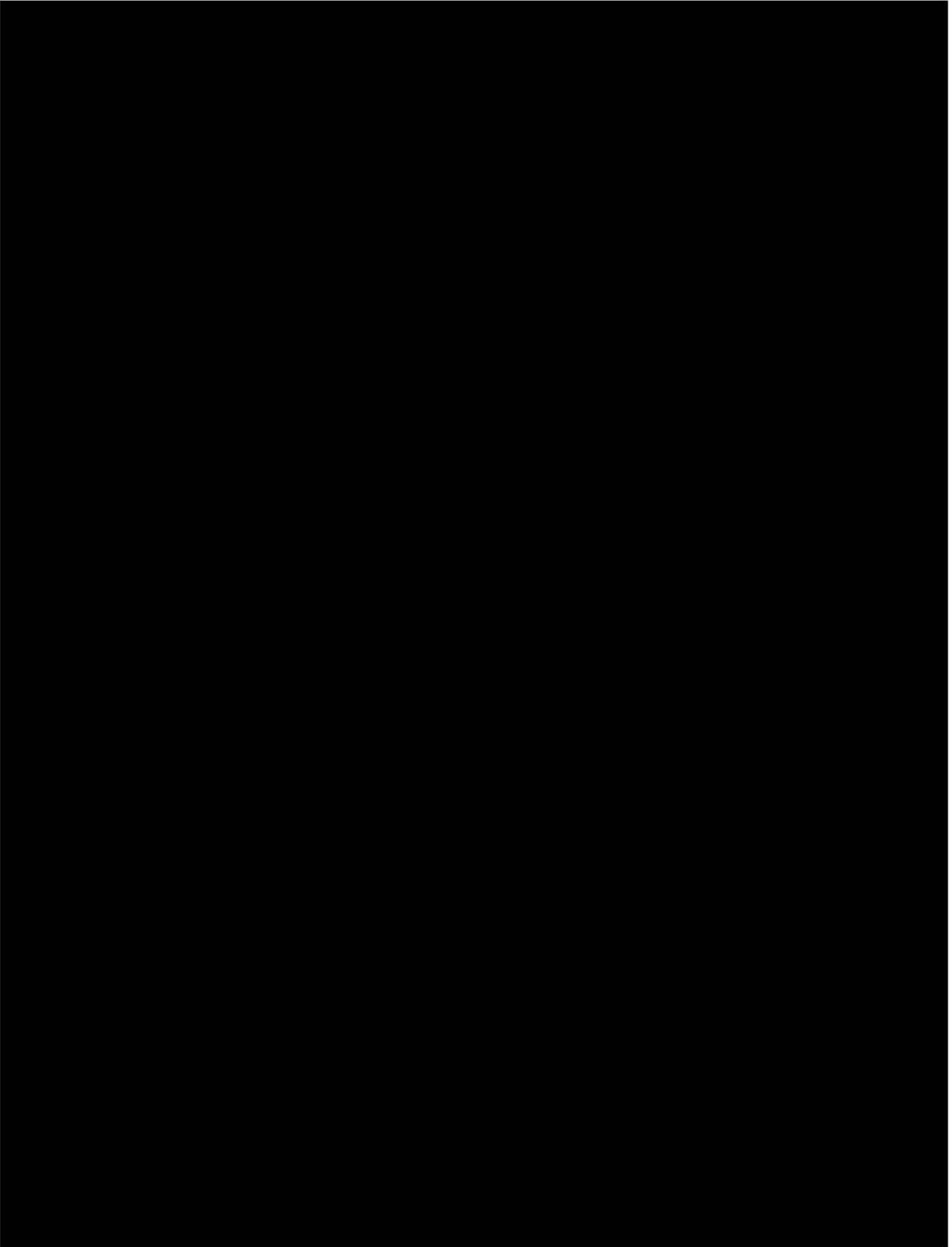
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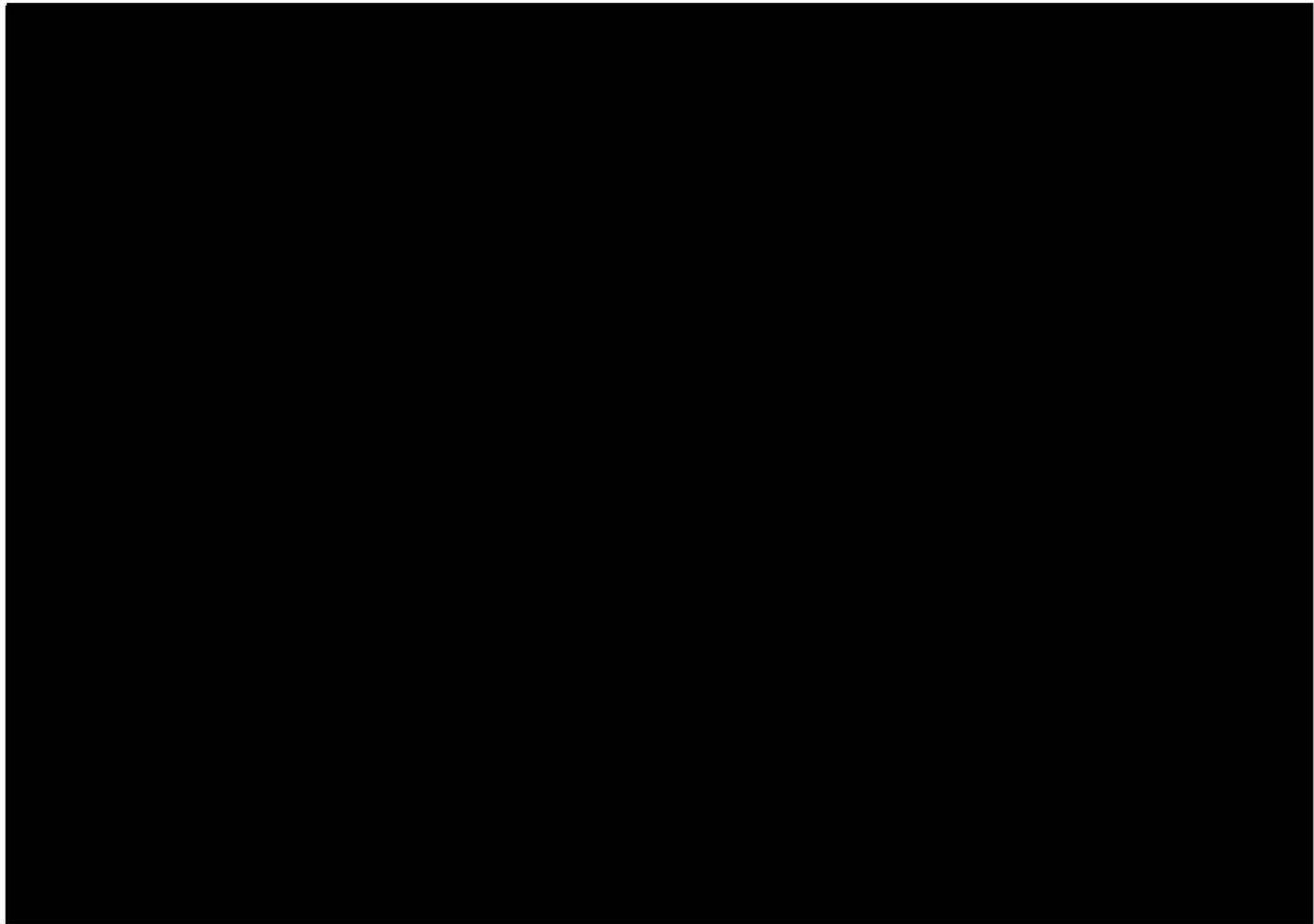






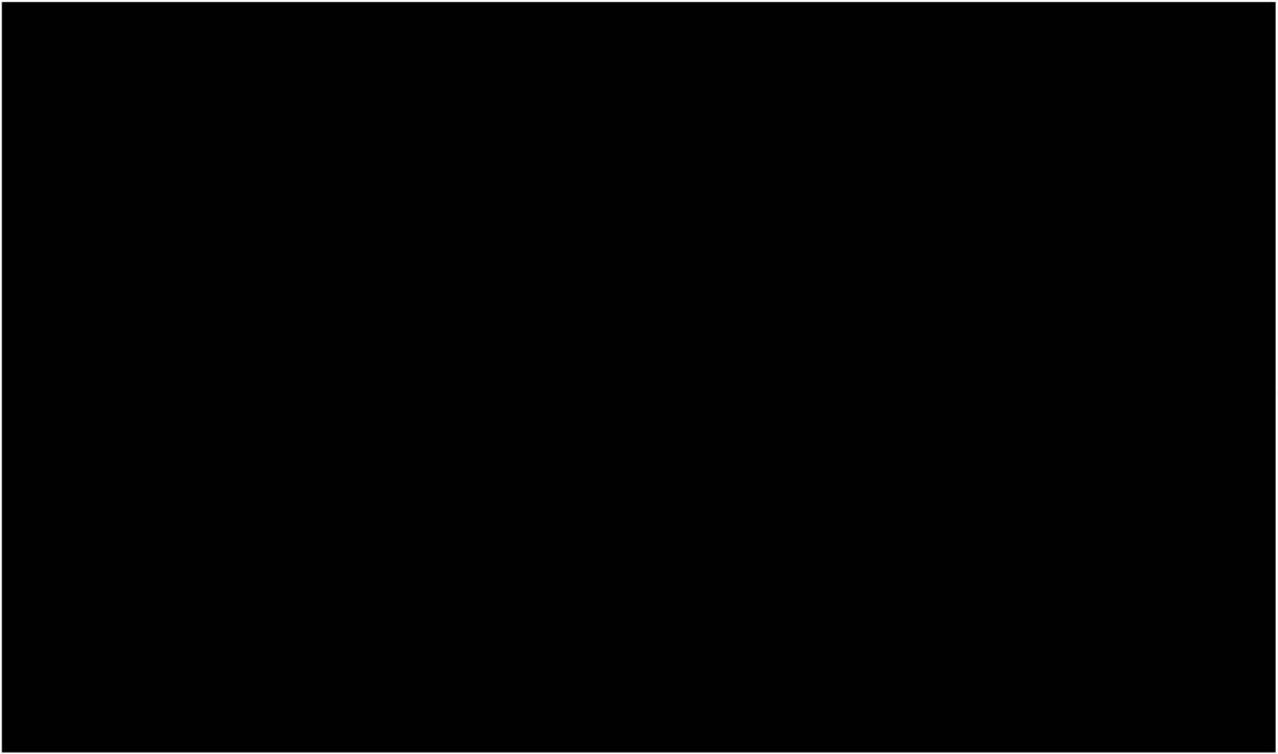


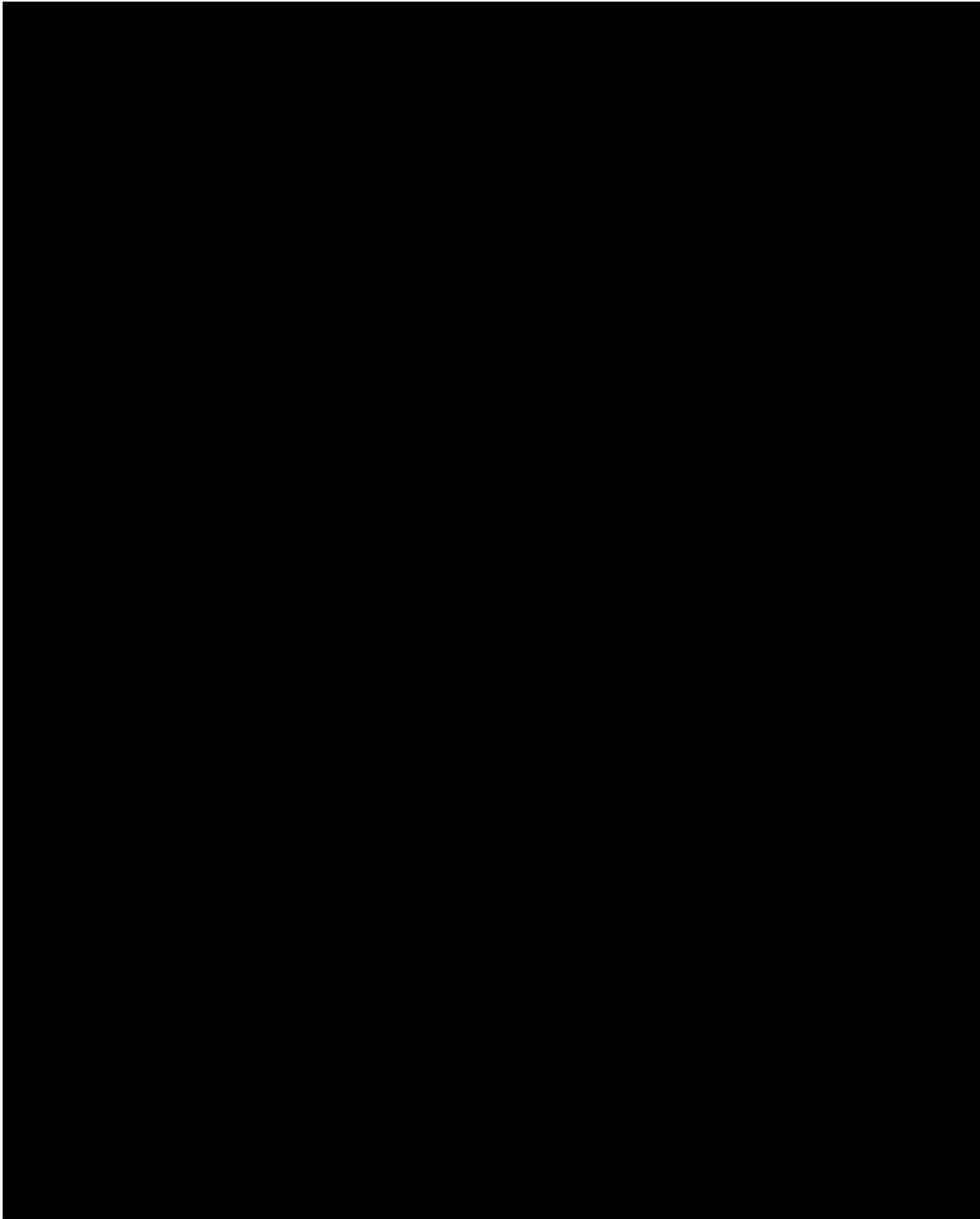


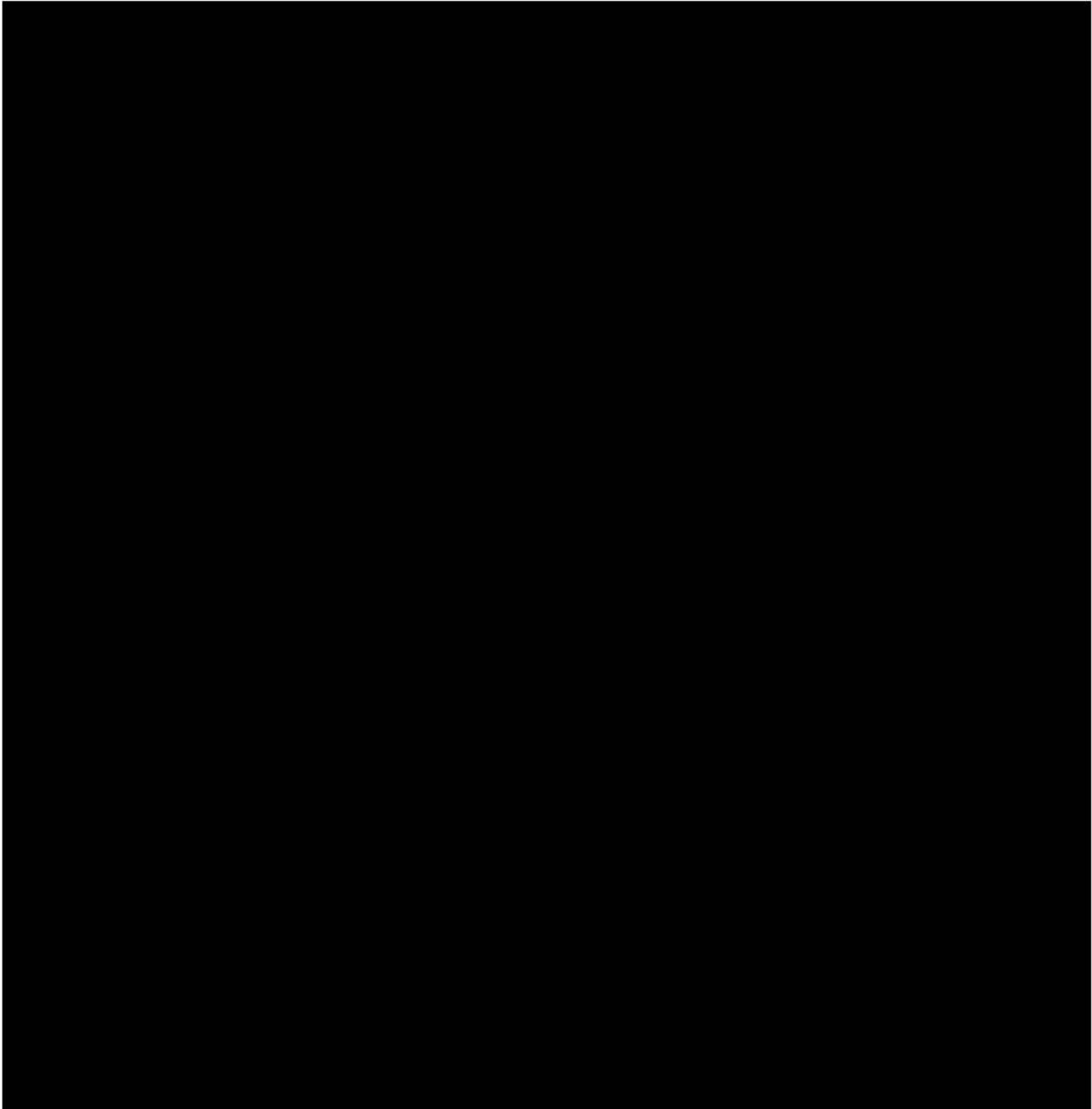


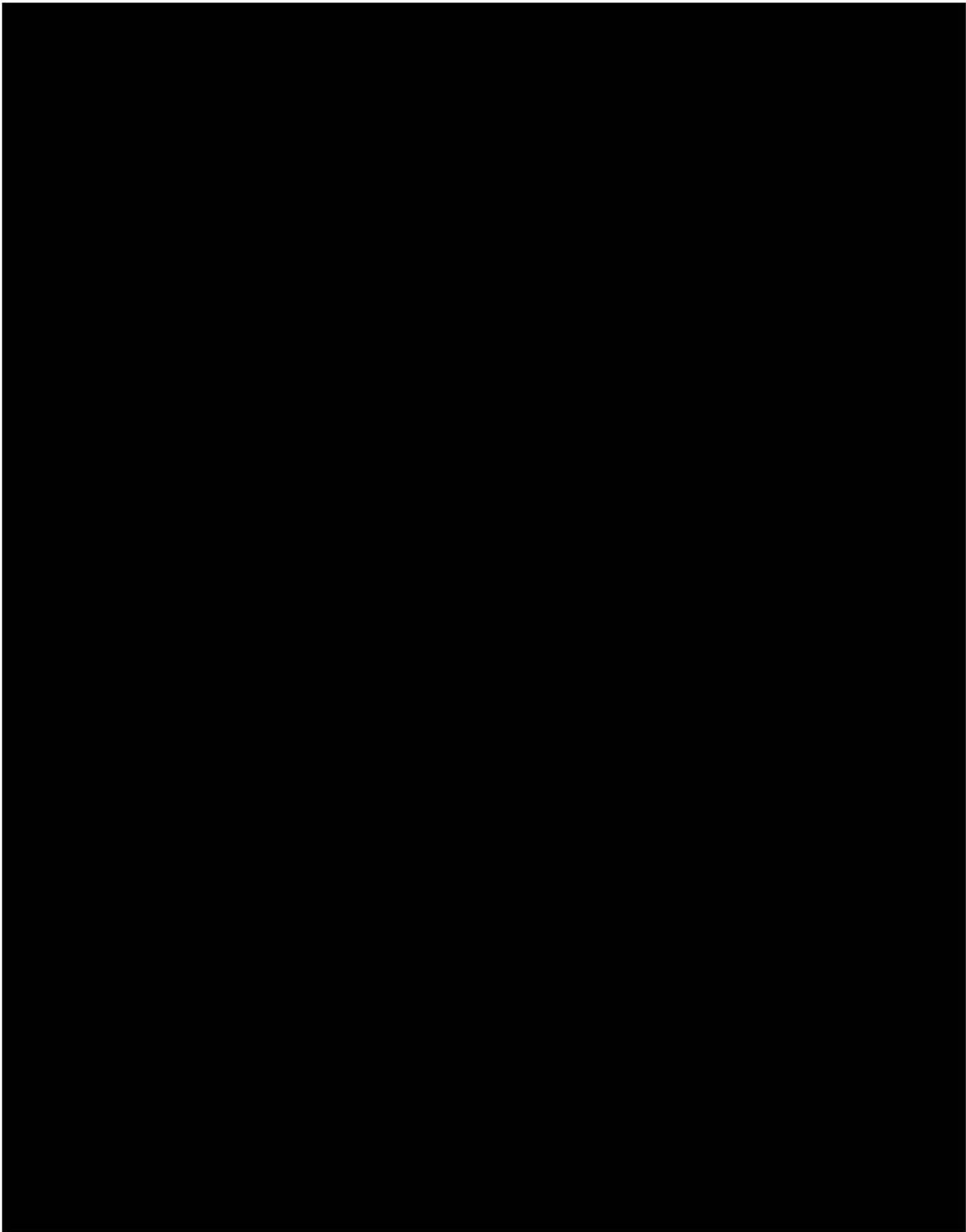


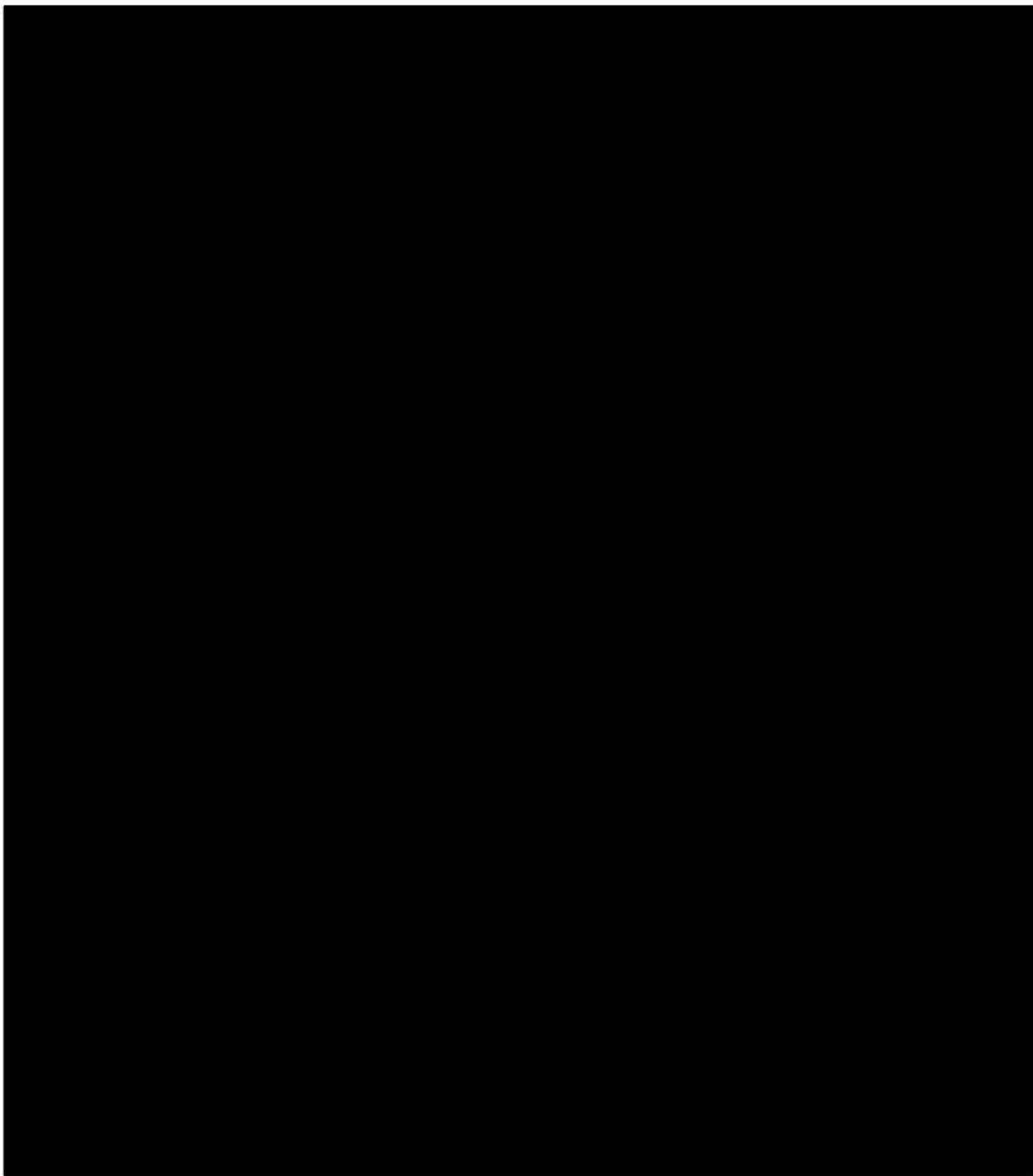


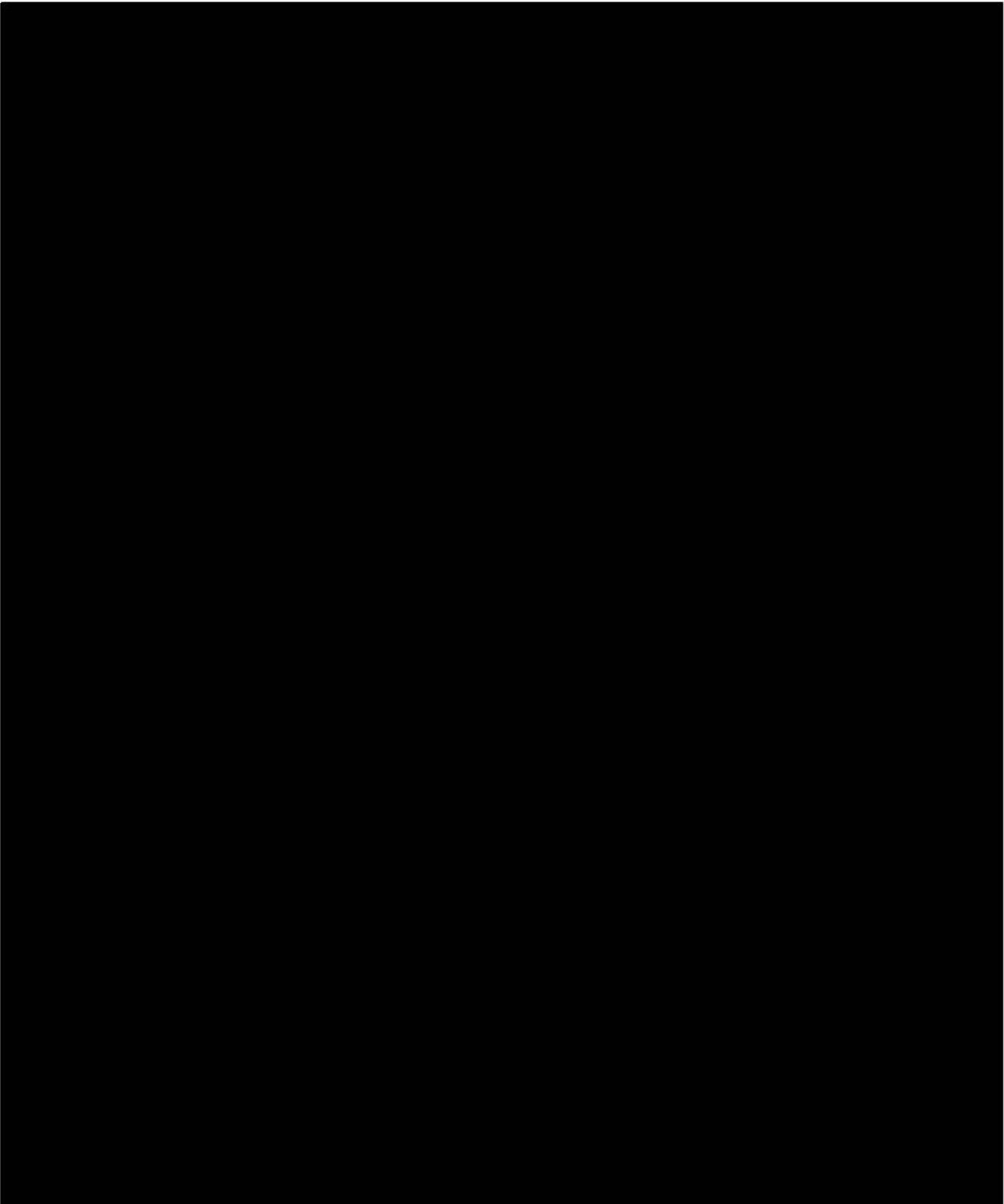




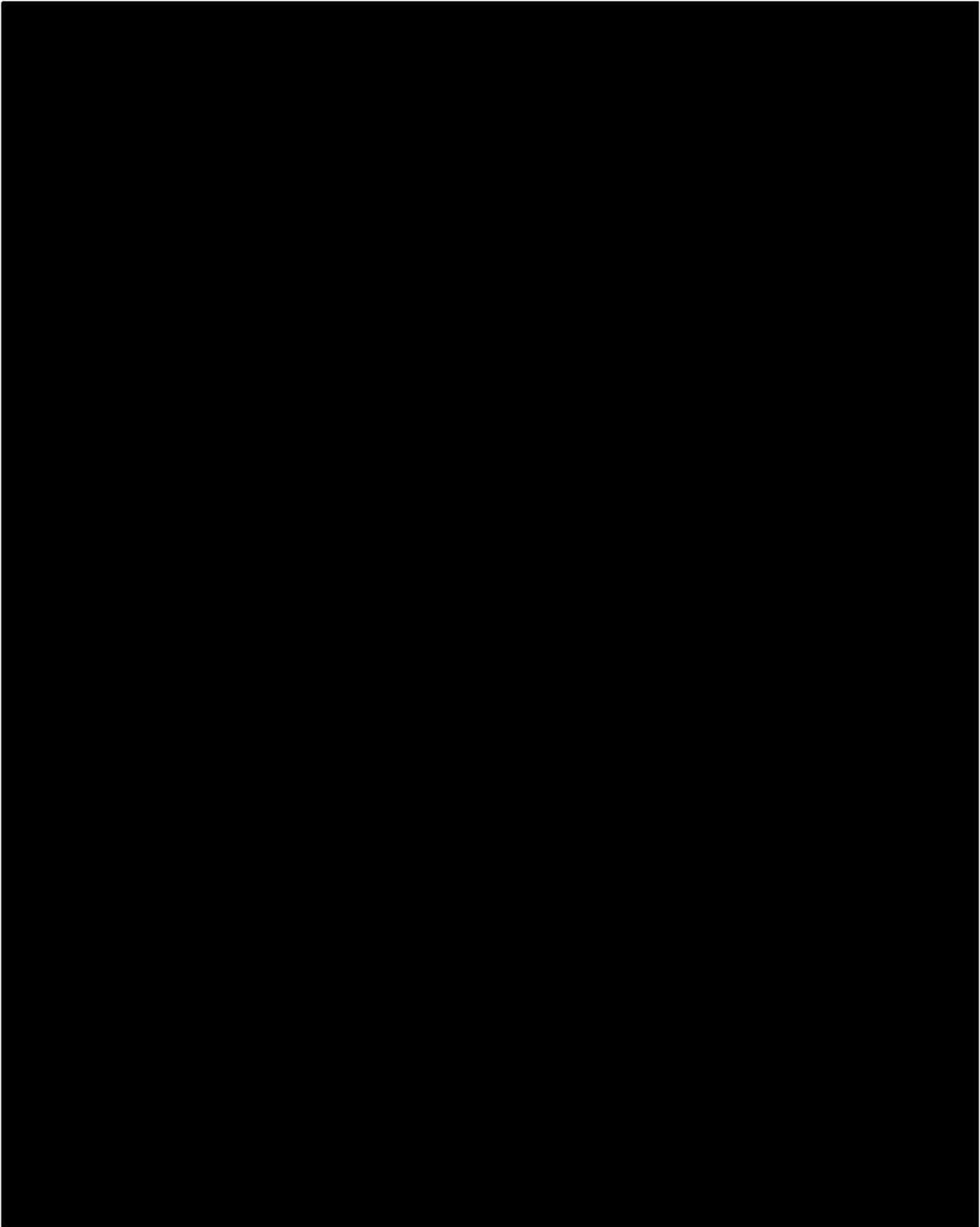












[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

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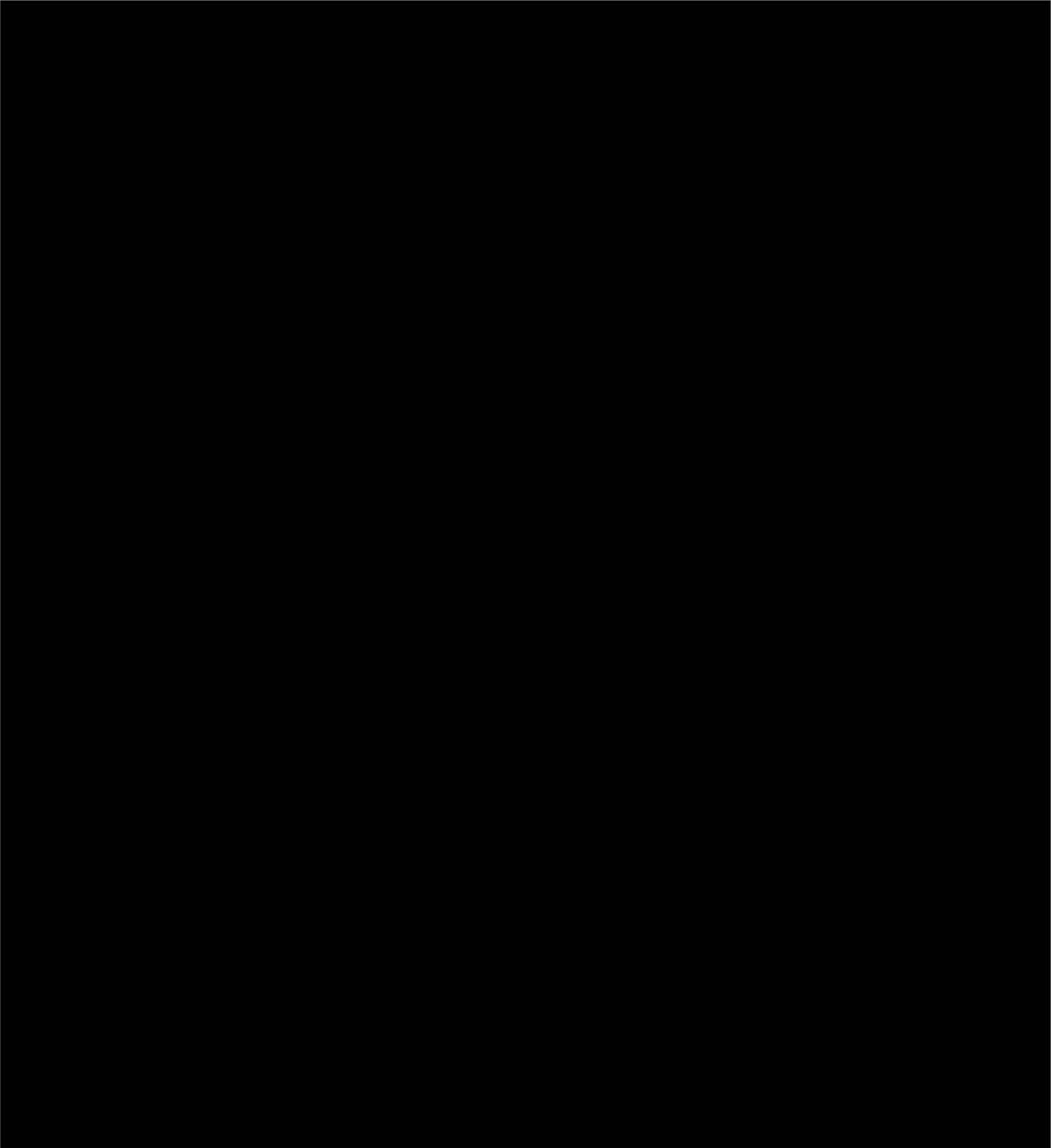
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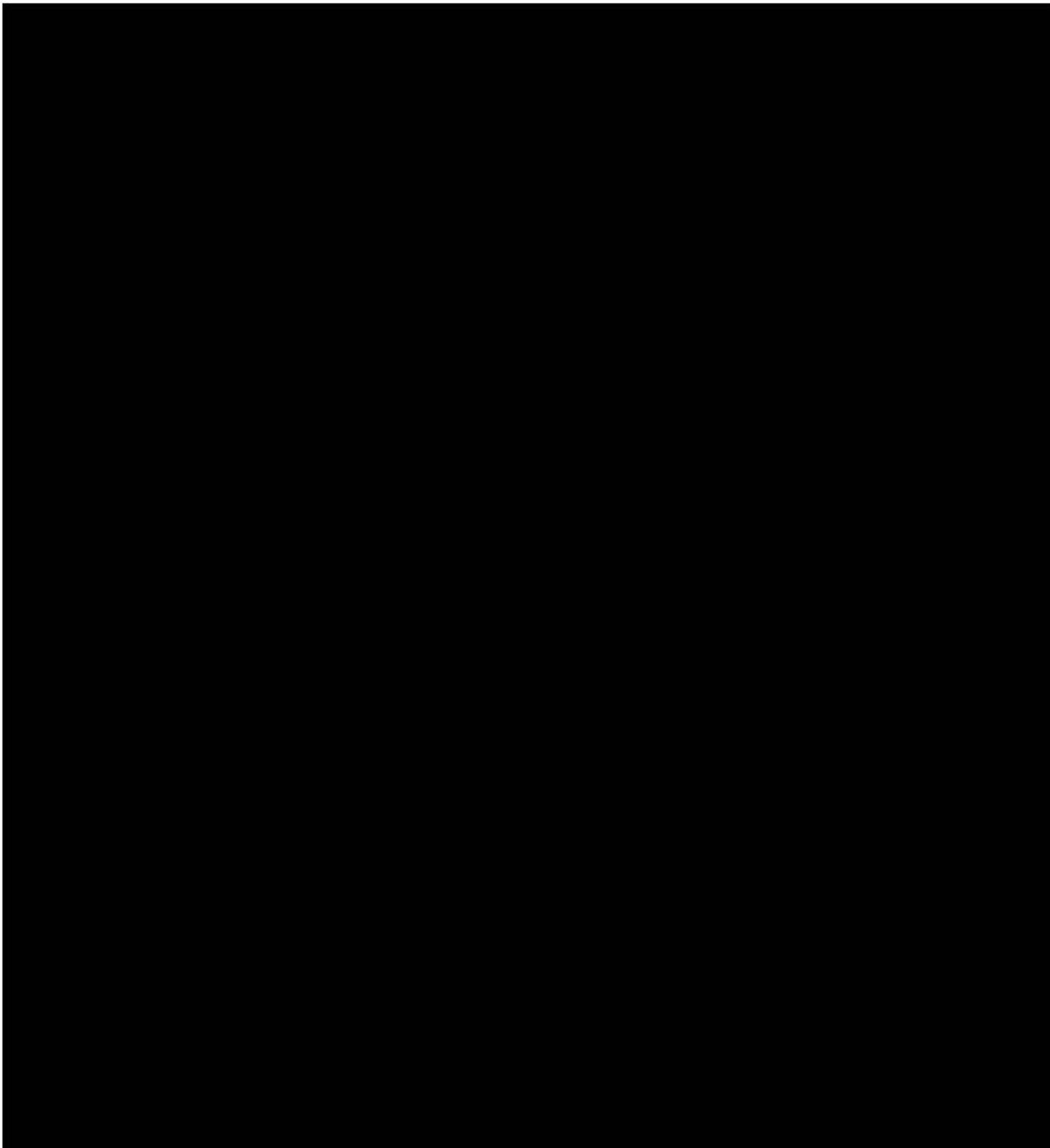
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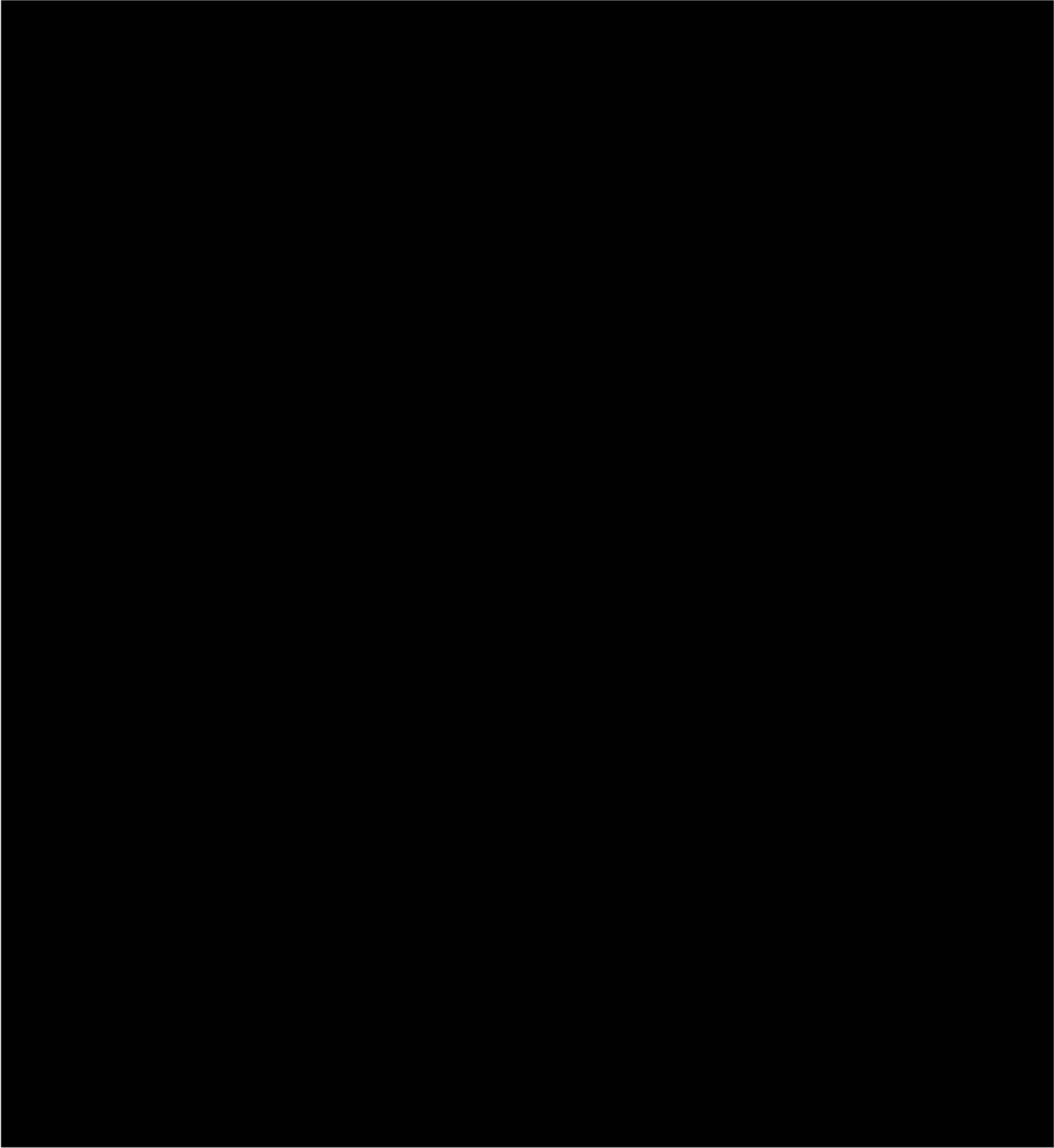
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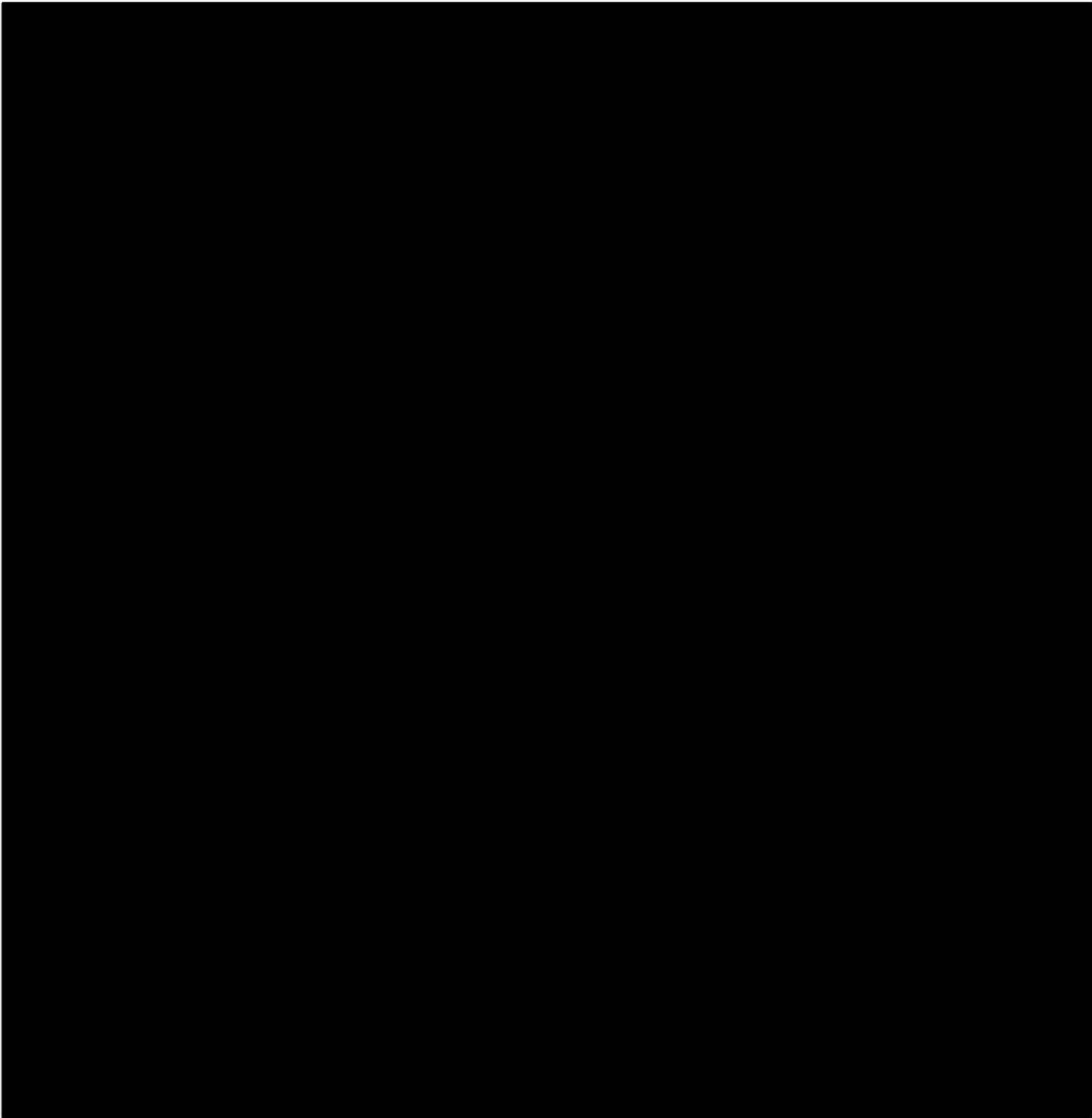


[Redacted]



[Redacted text]



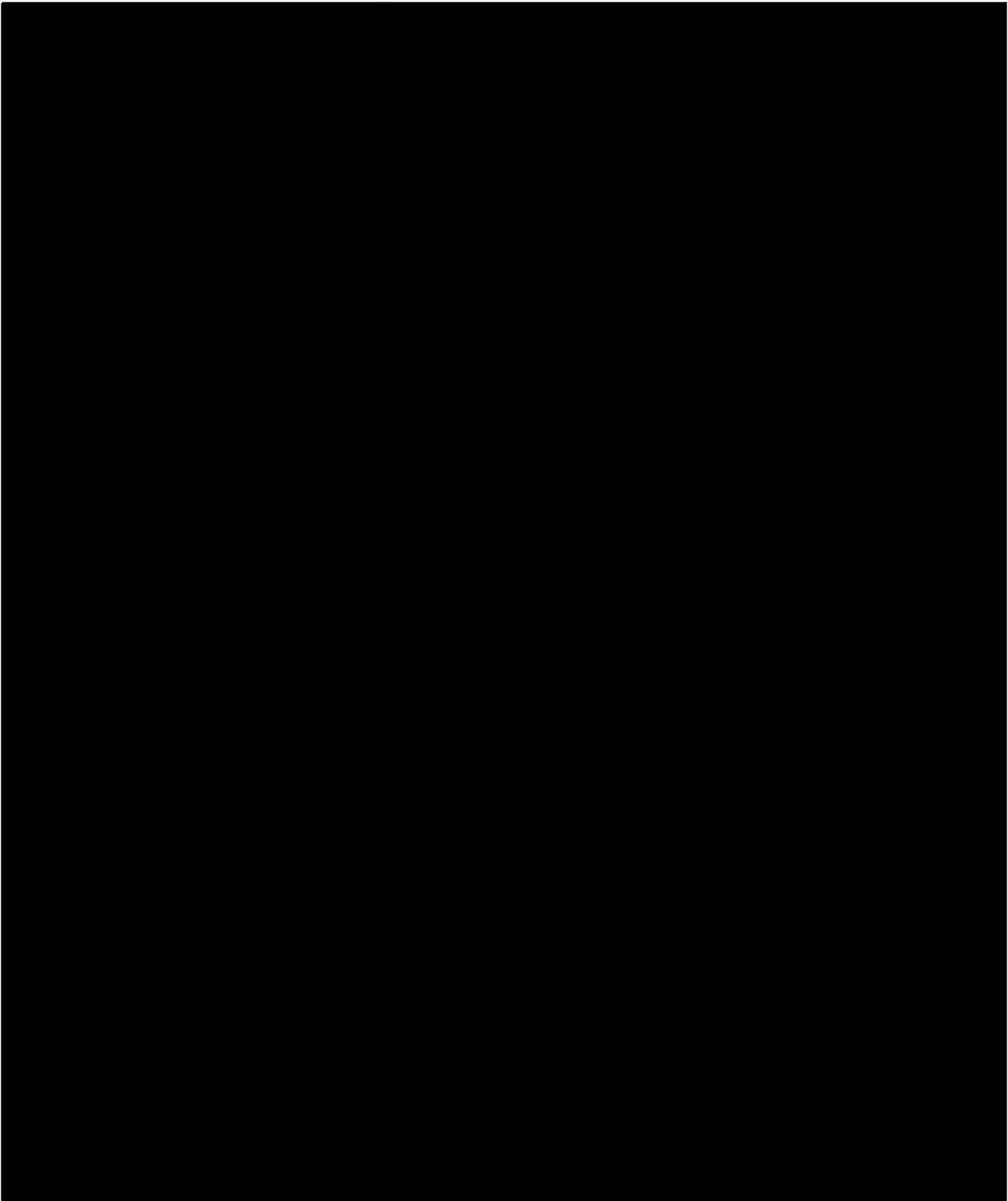


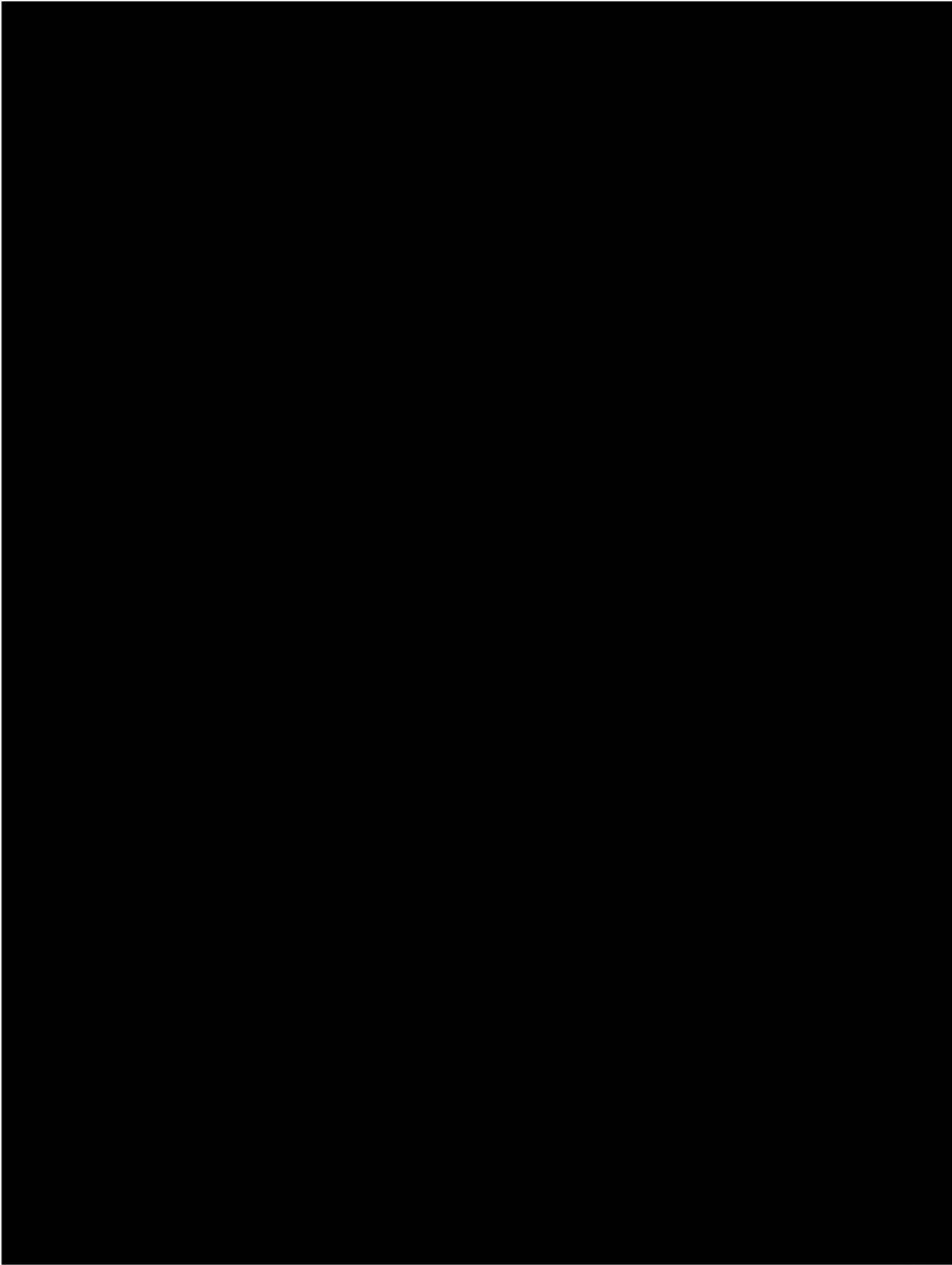
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■ [REDACTED]  
■ [REDACTED]

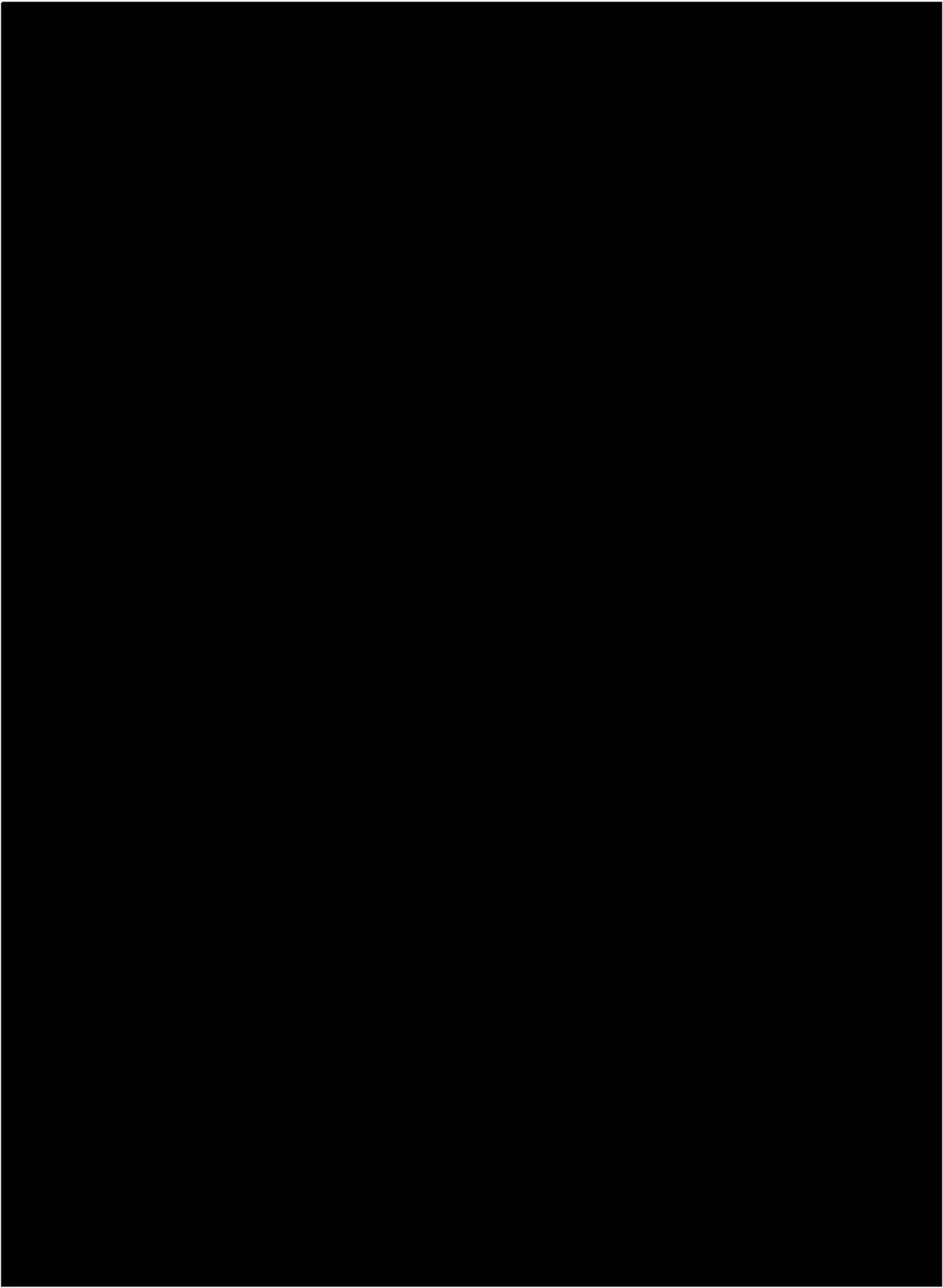


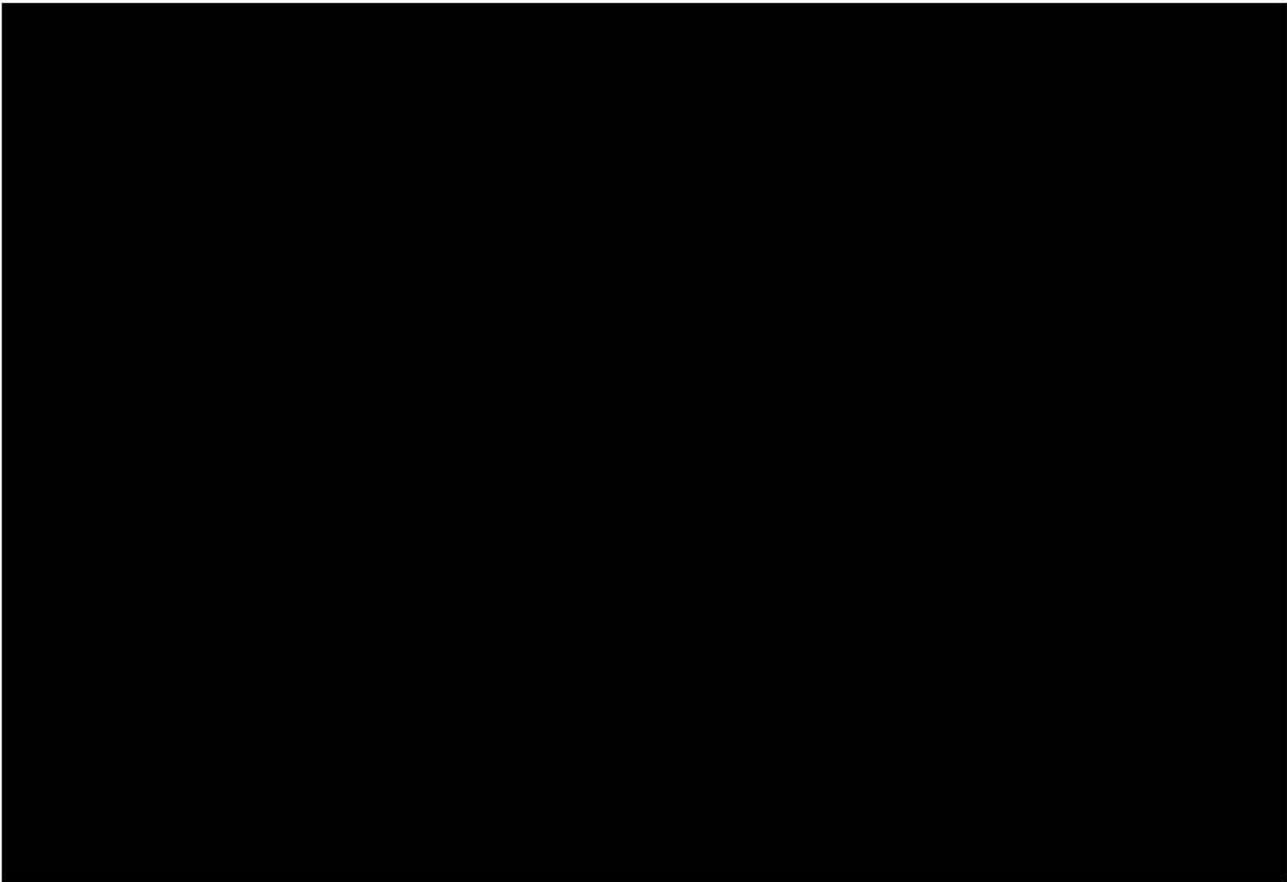
THE STEERING COMMITTEE; COST ALLOCATION; STEERING COMMITTEE VOTING RULES











ANNEX 5  
THE SYSTEM ADMINISTRATOR

As expressly provided for in this Agreement or as requested by the Steering Committee, the System Administrator shall: (i) facilitate the operation of the Interconnect System; (ii) provide all those functions necessary to support such facilitation, and (iii) assist the Steering Committee in the discharge of its duties. In particular the System Administrator shall:

- a. Keep a record of all transit time and data return standards required by the Agreement, and elaborate the methodology to measure performance against those standards;
- b. Provide the information technology systems necessary to support the operation and performance measurement of the operations of the Interconnect System;
- c. Ensure that the output (both as to content and timeliness) of supporting systems conforms to the requirements of the Operations and Data Processing Specification;
- d. Agree with the Steering Committee the structure and frequency of production of performance reports, and produce reports as agreed;
- e. Recommend operational and information technology system improvements to the Interconnect System, taking into account suggestions made by the Steering Committee or its representatives, and develop these according to agreed timescales and budgets if the Steering Committee so requests;
- f. Act as Deputy Chairman of the Steering Committee if so elected by the Parties;
- g. Provide the Secretary of the Steering Committee;
- h. Compile the annual business plan and budgets for the Interconnect system, and monitor actual expenditure against these budgets;
- i. Invoice expenditure to the Parties in accordance with the cost sharing methodology;
- j. Assess, using an objective, consistent and non-discriminatory process, the operational and technical capacity of prospective entrants to the Interconnect System and report the results, with recommendations, to the Steering Committee;
- k. Keep a record of implementation events and dates of the Operations and Data Processing Specification by the Parties, and of any dependencies between those events and dates.

ANNEX 6  
DEED OF ACCESSION

**Deed of Accession to the Interconnect Operations Framework Agreement**

\_\_\_\_\_  
(the "Acceding Party")

has informed the System Administrator of its wish to accede to the Interconnect Operations Framework Agreement and executed a confidentiality agreement, and the Steering Committee has approved the application to join. In order to accede to the Interconnect Operations Framework Agreement pursuant to its Article 8, the Acceding Party now executes the present Deed of Accession.

The Acceding Party hereby accedes to the Interconnect Operations Framework Agreement, as amended, effective from \_\_\_\_\_ and undertakes to respect and abide by all provisions of the Interconnect Operations Framework Agreement.

The Interconnect Operations Framework Agreement, as amended, is attached to the present Deed of Accession and has been initialled by the Acceding Party.

The Acceding Party warrants and represents in respect of itself to the Steering Committee and each of the Parties in the Interconnect Operations Framework Agreement that:

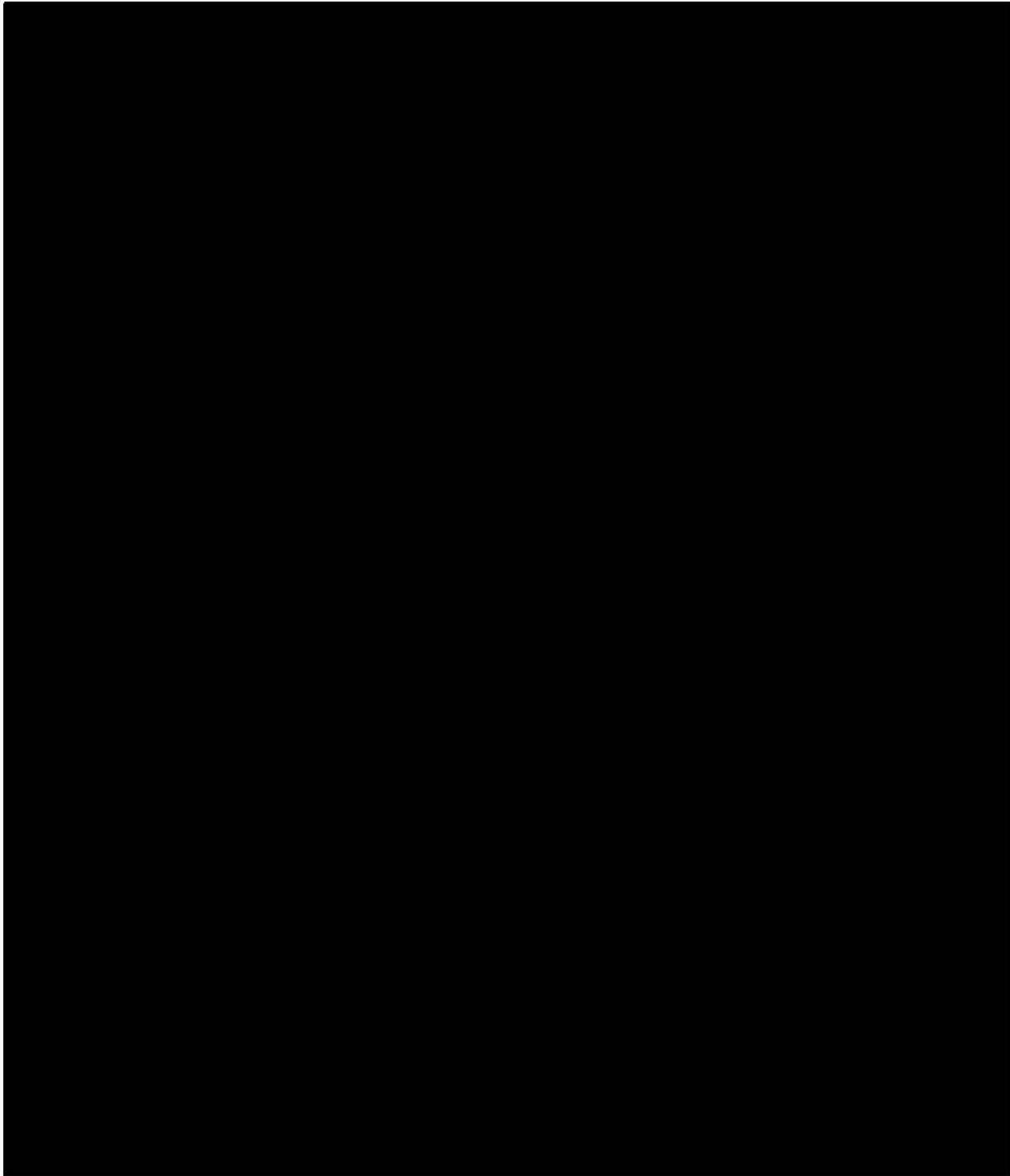
- (a) the execution and delivery of this Deed has been properly authorized (including in the case of a party who is a body corporate, by all necessary corporate action by it); and
- (b) it has full power (including, in the case of a party who is a body corporate, full corporate power) and lawful authority to execute and deliver this deed and to perform or cause to be performed its obligations under this deed.

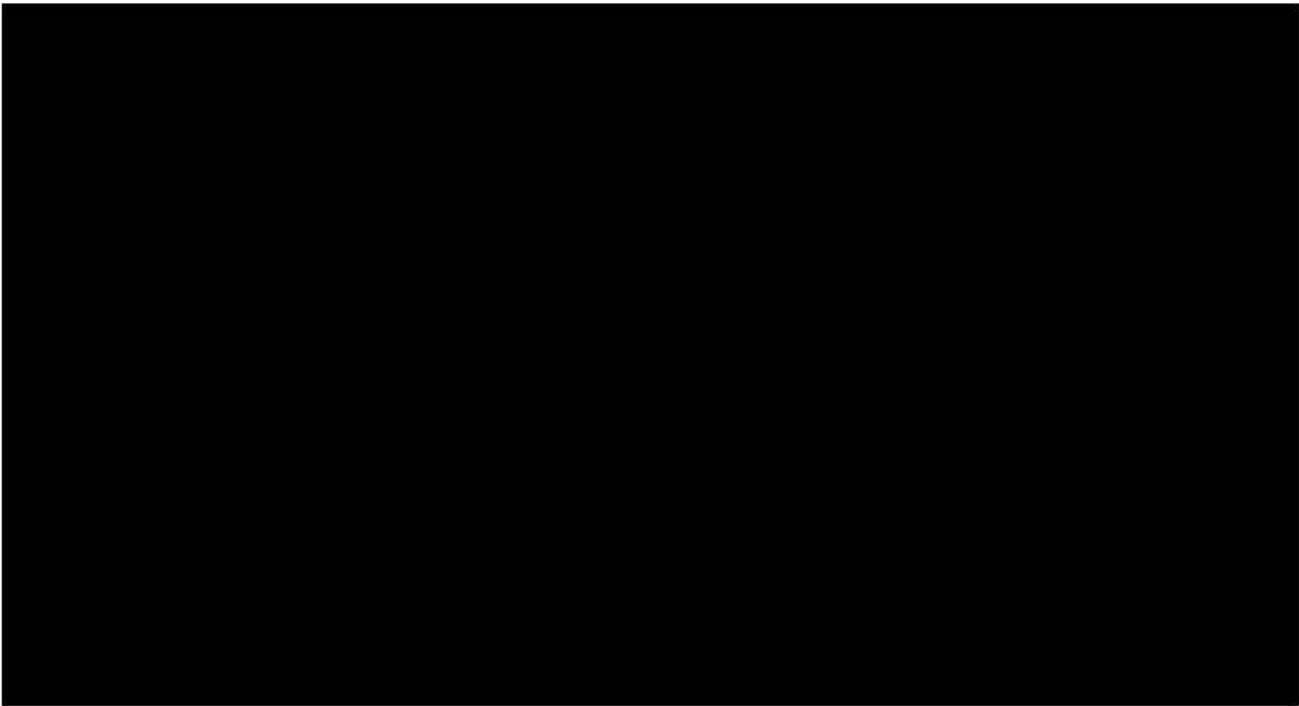
The Acceding Party also attaches to this Deed of Accession proof of the undersigned's authority to represent the Acceding Party.

Signed at \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
(Signature)

ANNEX 7  
DATA PROTECTION





FILING OF AGREEMENT WITH THE U.S. POSTAL REGULATORY COMMISSION  
("COMMISSION") AND THE U.S. DEPARTMENT OF STATE

The Parties acknowledge that U.S. law may require the filing of this Agreement and supporting documentation with the U.S. Postal Regulatory Commission ("Commission") and the U.S. Department of State. The Parties authorize the USPS to determine the scope of information that must be made available to the public under the Commission's rules. The Parties further understand that any unredacted portion of this Agreement or supporting documentation may be posted on the Commission's public website, [www.prc.gov](http://www.prc.gov). In addition, the USPS may file information in connection with this Agreement (including revenue, cost, or volume data) in other Commission dockets, such as customized agreement dockets (beginning with the prefix "CP"), as well as Commission docket numbers ACR2015, ACR2016, ACR2017, etc. When filed, the ACR has a docket number of ACR20XX (XX indicating the relevant Fiscal Year). The Parties have the right, in accordance with the Commission's rules, to address their 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](http://www.prc.gov/Docs/63/63467/Order225.pdf). At the request of a Party, the USPS will provide the docket number of the Commission proceeding, if any, used in connection with this Agreement.



## **APPLICATION OF THE UNITED STATES POSTAL SERVICE FOR NON-PUBLIC TREATMENT OF MATERIALS**

In accordance with 39 C.F.R. § 3007.21, the United States Postal Service (Postal Service) hereby applies for non-public treatment of the enclosed operational agreement for improvement of international postal services among multiple postal operators. The Postal Service is transmitting this agreement to the Postal Regulatory Commission (Commission) in accordance with 39 U.S.C. § 407(d). A redacted version of the agreement is enclosed with the instant transmittal. The Postal Service hereby furnishes the justification required for this application by 39 C.F.R. § 3007.21(c) below.

### **(1) The rationale for claiming that the materials are non-public, including the specific statutory basis for the claim, and a statement justifying application of the provision(s);**

Information of a commercial nature, which under good business practice would not be publicly disclosed, as well as third party business information, is not required to be disclosed to the public. 39 U.S.C. § 410(c)(2); 5 U.S.C. § 552(b)(4). The Commission may determine the appropriate level of confidentiality to be afforded to such information after weighing the nature and extent of the likely commercial injury to the Postal Service against the public interest in maintaining the financial transparency of a government establishment competing in commercial markets. 39 U.S.C. § 504(g)(3)(A).<sup>1</sup> Because the portions of materials filed non-publicly fall within the scope of information not

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<sup>1</sup> The Commission has indicated that "likely commercial injury" should be construed broadly to encompass other types of injury, such as harms to privacy, deliberative process, or law enforcement interests. PRC Order No. 194, Second Notice of Proposed Rulemaking to Establish a Procedure for According Appropriate Confidentiality, Docket No. RM2008-1, Mar. 20, 2009, at 11.

required to be publicly disclosed, the Postal Service asks the Commission to support its determination that this agreement is exempt from public disclosure and grant its application for their non-public treatment.

**(2) Identification, including name, phone number, and e-mail address for any third party who is known to have a proprietary interest in the materials, or if such an identification is sensitive, contact information for a Postal Service employee who shall provide notice to that third party;**

In the case of agreements such as the one transmitted here, the Postal Service believes that the postal operators that are parties to the agreement are the only third parties with a proprietary interest in the materials. The Postal Service identifies as an appropriate contact person Ms. Guadalupe Contreras, Guadalupe Contreras, Acting Manager, Strategic Planning & Business Analytics. Ms. Contreras' phone number is (202) 268-4598, and her email address is guadalupe.n.contreras@usps.gov. The Postal Service has already informed the participating postal operators, in compliance with 39 C.F.R. § 3007.20(b), about the nature and scope of this filing and about the postal operators' ability to address any confidentiality concerns directly with the Commission.

**(3) A description of the materials claimed to be non-public in a manner that, without revealing the materials at issue, would allow a person to thoroughly evaluate the basis for the claim that they are non-public;**

As required by 39 U.S.C. § 407(d), the Postal Service is transmitting an agreement with foreign postal operators, certain of which are agencies of a foreign government.

The agreement includes information concerning the Interconnect Operating model, Service Levels and Specifications, Interconnect System Administration, and End to End and Segmental Delivery Transit Times

Calculation Rules. The agreement also includes information concerning cost sharing provisions, as well as the internal reporting structure and the means by which data is tracked within the Interconnect System. The Postal Service maintains that the redacted portions of the document should remain confidential.

**(4) Particular identification of the nature and extent of commercial harm alleged and the likelihood of such harm;**

If the information that the Postal Service determined to be protected from disclosure due to its commercially sensitive nature were to be disclosed publicly, the Postal Service considers that it is quite likely that it would suffer commercial harm. This information is commercially sensitive, and the Postal Service does not believe that it would be disclosed under good business practice.

Competitors, which might include foreign postal operators as well as integrators, could use the redacted information described in (3) above to develop alternate, competing networks or assess any possible comparative vulnerabilities and to focus sales and marketing efforts on those areas, to the detriment of the Postal Service and the foreign postal operators that signed the agreement. Additionally, foreign postal operators or other potential customers could use the information to their advantage in negotiating the terms of their own agreements with the Postal Service and other participating postal operators. The Postal Service considers these to be highly probable outcomes that would result from public disclosure of the redacted material.

The agreement includes specific information concerning operations and service specifications. All of this information is highly confidential in the business world. If this information were made public, the Postal Service's competitors, and

the competitors of the other postal operators that have signed the agreement, would have the advantage of being able to assess the participating operators' service levels and operational standards for membership. Competitors would be able to take advantage of the information when setting their own service levels and operations standards to gain an advantage in dealings with both the Postal Service and other postal operators. Foreign postal operators or other potential customers could use such information to their advantage in negotiating the terms of their own agreements with the Postal Service.

Information in the Agreement also consists of sensitive commercial information of participating postal operators. Disclosure of such information could be used by competitors of those postal operators to develop a benchmark for the development of a competitive alternative.

Finally, information about cost sharing is withheld on grounds that disclosure could provide insight by competing postal operators and integrators on certain costs of establishing and maintaining a similar type of association. Disclosure of such information would enable competitors to gain valuable intelligence to mimic a similar type of arrangement.

**(5) At least one specific hypothetical, illustrative example of each alleged harm;**

Harm: Public disclosure of service levels in the enclosed agreement would provide foreign postal operators that did not sign the agreement with extraordinary negotiating power in negotiations with the Postal Service.

Hypothetical: The agreement is disclosed publicly on the Commission's website. A postal operator that did not sign the agreement sees the information and uses the publicly available information concerning service levels and operational models to the Postal Service's detriment in negotiations with the Postal Service over international parcel services.

Harm: Competitors would use performance thresholds to assess vulnerabilities, and would focus sales and marketing efforts to the detriment of the postal operators that signed the agreement with the intention of acceding to the agreement.

Hypothetical: The information about targets and levels of achievement thresholds in the agreement is released to the public. Another delivery service's employee monitors the filing of this information and passes the information along to its sales and marketing functions. The competitor then uses this information as a concrete comparison point, advertising itself to potential customers as offering performance better than the postal operators that signed the agreement with the intention of executing the same or similar services as those intended between the participating operators.

Harm: Competitors could use the information in the agreement to create competing associations that mimic the structure, funding, and activities of the association.

Hypothetical: Information about cost sharing within the organization and its activities is released on the Commission's website. Through disclosure of the cost sharing among members and their activities, competing postal operators or integrators can assess whether the expenses needed to create a competing organization or association would be a worthwhile. If so, a competing postal operator or integrator would use the information in the agreement as a template to create a model for a competing association and lure postal operators to the competing organization with promises of lower fees and lower achievement thresholds. Further, competitors could gain valuable intelligence to assess the costs borne by participating operators on the administration of the association and their efforts targeted at the markets, which serve as the focus of the participating operators' activities.

**(6) The extent of protection from public disclosure deemed to be necessary;**

The Postal Service maintains that the redacted portions of the materials filed non-publicly should be withheld from persons involved in competitive decision-making in the relevant markets for international expedited and parcels products (including postal operators and private sector integrators), as well as their consultants and attorneys. Additionally, the Postal Service believes that, except for foreign postal operators that already have access to this information, actual or potential customers of the Postal Service for parcels and expedited services or similar products should not be provided access to the non-public materials.

**(7) The length of time deemed necessary for the non-public materials to be protected from public disclosure with justification thereof; and**

The Commission's regulations provide, at this time, that non-public materials shall lose non-public status ten years after the date of filing with the Commission, unless the Commission or its authorized representative enters an order extending the duration of that status. 39 C.F.R. § 3007.30

**(8) Any other factors or reasons relevant to support the application.**

None.

***Conclusion***

For the reasons discussed, the Postal Service asks that the Commission grant its application for non-public treatment of the identified materials.