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

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| COMPETITIVE PRODUCT PRICES<br>GLOBAL RESELLER EXPEDITED PACKAGE CONTRACTS 1<br>(MC2010-21)<br>NEGOTIATED SERVICE AGREEMENT | Docket No.<br>CP2015-31 |

**NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING MODIFICATION TWO TO A GLOBAL RESELLER EXPEDITED PACKAGE 1 NEGOTIATED SERVICE AGREEMENT**
(February 29, 2016)

The agreement that is the subject of this docket was scheduled to expire on February 29, 2016.[1] The Postal Regulatory Commission recently granted a Motion for Temporary Relief filed by the Postal Service, authorizing the agreement that is the subject of this docket to remain in effect until May 31, 2016.[2] In response to the Commission's request in that order, attached to this notice is a redacted version of Modification Two,[3] 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 May 31, 2016.

[1] PRC Order No. 3060, Order Approving Modification One to Global Reseller Expedited Package Services 1 Negotiated Service Agreement, February 1, 2016, at 1. *See also* PRC Order No. 3052, Order Granting Motion for Temporary Relief, January 28, 2016, at 2.
[2] PRC Order No. 3092, Order Granting Motion for Temporary Relief, Docket No. CP2015-31, February 23, 2016.
[3] 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 January 15, 2015, in this docket. Notice of United States Postal Service of Filing a Functionally Equivalent Global Reseller Expedited Package 1 Negotiated Service Agreement and Application for Non-Public Treatment of Materials Filed Under Seal, Docket No. CP2015-31, January 15, 2015, Attachment 4.

Respectfully submitted,

UNITED STATES POSTAL SERVICE
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February 29, 2016

***MODIFICATION TWO 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] ("Reseller") 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 Reseller on December 23, 2014, and signed by the USPS on December 23, 2014, as amended by Modification One signed by the Reseller on January 28, 2016, and signed by the USPS on January 28, 2016. The Reseller 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 Term Of The Agreement.

Article 11. Term Of The Agreement shall now read as follows:

**ARTICLE 11. TERM OF THE AGREEMENT**

1. The USPS will notify the Reseller 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 shall remain in effect until 11:59 p.m. on May 31, 2016, unless terminated sooner pursuant to Article 12 or Article 13.
2. The USPS shall have no obligation to notify the Reseller of the status of the approval process or of potential fulfillment of the approval process.

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

The Reseller acknowledges that the Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2015-31). The Reseller 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 Reseller 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, ACR2015, and ACR2016. The Reseller 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 Reseller 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: Giselle Valera

Name: Giselle E. Valera

Title: Managing Director, Global Business and Vice President

Date 2/25/2016

**ON BEHALF OF** [redacted]

Signature: [redacted]

Name: [redacted]

Title: [redacted]

Date: 2/25/16