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

MARKET TEST OF EXPERIMENTAL PRODUCT GLOBAL ECOMMERCE MARKETPLACE (GEM) NON-PUBLISHED RATES	Docket No. MT2016-1

NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING ERRATUM CONCERNING RESPONSE TO CHAIRMAN'S INFORMATION REQUEST NO. 2
(April 14, 2016)

The United States Postal Service (Postal Service) hereby gives notice of filing an erratum concerning its revised Model Agreement filed in response to Chairman's Information Request Number 2 in this docket. Specifically, the Postal Service is removing redactions in Section 10.1 which were unintentionally left redacted. The revised portion of the document is attached to this filing.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorneys:

Anthony F. Alverno
Chief Counsel
Global Business and Service Development

Kyle Coppin
Attorney

475 L'Enfant Plaza, S.W.
Washington, D.C. 20260-1137
(202) 268-2368; Fax -6187
Kyle.R.Coppin@usps.gov
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defense of such claims, whether or not the Postal Service is named in such proceeding, provided that the Postal Service notifies the Customer promptly in writing of a claim. The Postal Service shall reasonably cooperate (at the Customer's expense) in the collection of information necessary to defend or settle any such claim. The Postal Service shall not effect any settlement of, or make any admission of liability in connection with, any pending or threatened claim or proceeding as to which indemnification is sought under this Section without the written consent of the Customer, which written consent shall not be unreasonably withheld. Nothing herein shall affect the authority of the Attorney General or the U.S. Department of Justice.

9.2 The Postal Service will defend, indemnify and hold the Customer harmless from any claims by third-parties for damages, costs and expenses from the infringement of any US patent related to the market test. The Postal Service shall reimburse the Customer for all reasonable expenses (including, without limitation, attorneys' fees) incurred in conjunction with the investigation or defense of such claims (including but not limited to administrative, regulatory or judicial proceedings), provided that the Customer notifies the Postal Service promptly in writing of a claim. The Customer shall reasonably cooperate (at the Customer's expense) in the collection of information necessary to defend or settle any such claim. The Customer shall not affect any settlement of, or make any admission of liability in connection with, any pending or threatened claim or proceeding as to which indemnification is sought under this Section without the written consent of the Postal Service, which written consent shall not be unreasonably withheld. Nothing herein shall affect the authority of the Attorney General or the U.S. Department of Justice.

10. **Limitation of Liability.**

10.1 Under no circumstances, will either Party be liable to the other for special or consequential damages that result from the Customer's participation in this Agreement or from any matter arising out of this market test. Nor shall either Party be liable to the other for any expenses incurred to satisfy the Conditions Precedent, even if the market test fails to proceed. The Postal Service shall not be liable for fines and penalties for the Customer's or Consignor's failure to comply with any export laws, rules, or regulations, and the Postal Service shall not be liable for any act or omission by any person not employed or contracted by the Postal Service, including the Customer, the Consignor or the Consignee.

11. **Power of Attorney**

11.1 At its option, the Postal Service may submit customs and other shipment related documentation in the name of the Customer to domestic or foreign customs, postal, or aviation authorities and/or Postal Service agents or suppliers on behalf of the Customer. The Customer hereby authorizes Postal Service to act for and on its behalf as a true and lawful agent and attorney of the Customer for and in the name, place, and stead of the Customer to:

(1) [redacted]
(2)
(3)