

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

COMPETITIVE PRODUCT PRICES
GLOBAL RESELLER EXPEDITED PACKAGE CONTRACTS 1 (MC2010-
21)
NEGOTIATED SERVICE AGREEMENT

Docket No.
CP2016-92

**NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING MODIFICATION
ONE TO A GLOBAL RESELLER EXPEDITED PACKAGE CONTRACTS 1
NEGOTIATED SERVICE AGREEMENT**
(May 25, 2016)

The agreement that is the subject of this docket went into effect on January 17, 2016.¹ Attached to this notice is Modification One, which the customer and the Postal Service have executed and intend to go into effect upon filing. The modification amends Article 3 of the agreement, which includes restrictions on qualifying mail, to add additional requirements for any mail destined to Cuba.

A redacted version of the modification is filed publicly as Attachment 1. With respect to the non-public version of the modification that is filed under seal, the Postal Service incorporates by reference the application for non-public treatment that was filed in conjunction with the Postal Service's December 31, 2015, notice in this docket.²

¹ Order Approving Additional Global Reseller Expedited Package Services 2 Negotiated Service Agreement, PRC Docket No. CP2016-92, January 27, 2015.

² 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. CP2016-92, December 31, 2015, Attachment 4.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

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May 25, 2016

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

This Modification amends the Global Customized Mail Agreement ("Agreement") between [REDACTED] ("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 21, 2015, and signed by the USPS on December 21, 2015. 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 amend Article 3 of the Agreement, which shall now read as follows:

3. Qualifying Mail. With the exception of:

- (1) Any item destined for any country included in Country Group E-1 under Supplement No. 1 to Title 15, Code of Federal Regulations, Part 740;
- (2) any item addressed to persons or entities identified on the Office of Foreign Assets Control's (OFAC's) Specially Designated Nationals List, OFAC's Foreign Sanctions Evaders List, the Bureau of Industry and Security's (BIS's) Denied Persons List, or BIS's Entity List, or subject to active sanctions by the U.S. Department of State pursuant to Executive Order No. 13382; and
- (3) any item tendered on behalf of third parties or entities identified on OFAC's Specially Designated Nationals List, OFAC's Foreign Sanctions Evaders List, BIS's Denied Persons List, or BIS's Entity List, or subject to active sanctions by the U.S. Department of State pursuant to Executive Order No. 13382;

"Qualifying Mail" means mail that: (a) meets the requirements set forth in IMM 220 for Priority Mail Express International, excluding all Flat Rate items; (b) meets the requirements set forth in IMM 230 for Priority Mail International, excluding all Flat Rate items and Priority Mail International Regional Rate Boxes; and (c) meets the requirements set forth in IMM 250 for First-Class Package International Service; except as those requirements conflict with the applicable specific preparation requirements set forth in Article 6.

For all items destined for Cuba, the Reseller shall take all necessary measures to ensure that Reseller's Customers comply with all applicable BIS and OFAC provisions, and that electronic export information about shipments under this Agreement destined to Cuba are properly filed, if necessary, under regulations of the Bureau of Census.

The USPS will notify the Reseller of the Effective Date of this Modification within thirty (30) days after receiving the approval of the entities that have oversight responsibilities for the USPS.

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

The Reseller acknowledges that as part of securing approval of this Modification, and in other subsequent regulatory filings, this Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2016-92). 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 Modification (including revenue, cost or volume data) in other Commission dockets, including Commission docket numbers ACR2016 and ACR2017. 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:

Cliff Rucker

Name:

Cliff Rucker

Title:

VP Sales

Date:

May 23, 2016

ON BEHALF OF

Signature:

[Redacted Signature]

Name:

[Redacted Name]

Title:

[Redacted Title]

Date:

May 23, 2016

