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

COMPETITIVE PRODUCT PRICES GLOBAL EXPEDITED PACKAGE SERVICES 3 (MC2010-28) NEGOTIATED SERVICE AGREEMENT	Docket No. CP2015-86

MOTION OF THE UNITED STATES POSTAL SERVICE FOR TEMPORARY RELIEF AND NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING A MODIFICATION THREE TO A GLOBAL EXPEDITED PACKAGE SERVICES 3 NEGOTIATED SERVICE AGREEMENT
(September 2, 2016)

The agreement that is the subject of this docket expired on August 31, 2016,[1] and as a result, the customer no longer has access to the rates in the agreement that is the subject of this docket. The modification that would extend the agreement is contingent upon Commission review and approval.

Attached to this notice is Modification Three,[2] which the customer and the Postal Service have executed.[3] The modification states that the agreement that is the subject of this docket will expire on November 30, 2016.

[1] PRC Order No. 3435, Order Granting Motion Two for Temporary Relief and Approving Modification Two, Docket No. CP2015-86, July 19, 2016.
[2] 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 June 23, 2015, in this docket. Notice of United States Postal Service of Filing a Functionally Equivalent Global Expedited Package Services 3 Negotiated Service Agreement and Application for Non-Public Treatment of Materials Filed Under Seal, Docket No. CP2015-86, June 23, 2015, Attachment 4.
[3] The Postal Service acknowledges that the Commission "directed the Postal Service to file motions for temporary relief at least one week before the contract expires to provide the Commission sufficient time to review" (PRC Order No. 3371, Order Granting Motion for Temporary Relief and Approving Modification One, Docket No. CP2015-76, June 15, 2016, at 2). However, in this instance, the Postal Service endeavored to send the modification to the customer in early August 2016, and the customer signed the modification; but, as a result of miscommunications, the Postal Service did not manage to sign the

The Postal Service intends to negotiate with the customer and file with the Commission a successor to the agreement that is the subject of this docket. In the meantime, however, the Postal Service requests that the Commission review the attached modification, and determine whether the agreement, as modified, may be listed on the Mail Classification Schedule, from the day after the Commission completes its review of the attached modification until November 30, 2016.

Respectfully submitted,

UNITED STATES POSTAL SERVICE
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September 2, 2016

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modification until September 1, 2016. The Postal Service is in the process of taking steps to improve its renewal procedures for international negotiated service agreements.

MODIFICATION THREE TO THE GLOBAL CUSTOMIZED MAIL AGREEMENT BETWEEN THE UNITED STATES POSTAL SERVICE AND
[redacted]

This Modification amends the Global Customized Mail Agreement ("Agreement") between [redacted] ("Mailer"), with offices at [redacted] and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Mailer on June 8, 2015, and signed by the USPS on June 10, 2015, as amended by Modification One signed by the Mailer on February 8, 2016, and by the USPS on February 9, 2016, and Modification Two signed by the Mailer on July 13, 2016, and by the USPS on July 14, 2016. The Mailer and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Modification is to change the wording of Article 11 of the Agreement.

Article 11 Term of the Agreement shall now read as follows:

> **11. Term of the Agreement.** The USPS will notify the Mailer of the Effective Date of the Agreement as soon as possible, but no later than thirty (30) days, after receiving the approval of the entities that have oversight responsibilities for the USPS. The Agreement shall remain in effect until 11:59 p.m. on November 30, 2016, unless terminated sooner pursuant to Article 12 or Article 13.

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

The Mailer acknowledges that the Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2015-86). The Mailer authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Mailer further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, http://www.prc.gov. In addition, the USPS may be required to file information in connection with this instrument (including revenue, cost or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which the Agreement is in effect. Each ACR docket number has a distinct docket number, such as ACR201#, in which ACR201# signifies the USPS fiscal year to which the ACR pertains. The Mailer has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22 found on the Commission's website, http://www.prc.gov/Docs/63/63467/Order225.pdf.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals (hereinafter "Conditions Precedent") from one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the Postal Service to provide the products or services contemplated under this Modification, no obligation shall exist for the USPS and no benefit shall inure to either Party.

In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Mailer prior to the Effective Date of the Modification. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual; special; indirect; incidental; punitive; consequential; or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or for costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

ON BEHALF OF THE UNITED STATES POSTAL SERVICE:

Signature: for Don Ross

Name: Don W. Ross

Title: (A) Managing Director, Global Business and Vice President

Date 9/1/16

ON BEHALF OF [redacted]

Signature: [redacted]

Name: [redacted]

Title: [redacted]

Date: August 8, 2016