

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

COMPETITIVE PRODUCT PRICES
GLOBAL EXPEDITED PACKAGE SERVICES CONTRACTS
NON-PUBLISHED RATES 8 (MC2016-5)

Docket No. CP2016-5

**MOTION OF THE UNITED STATES POSTAL SERVICE FOR TEMPORARY RELIEF
AND NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING
MODIFICATION TWO TO GLOBAL EXPEDITED PACKAGE SERVICES –
NON-PUBLISHED RATES 8 CUSTOMER CONTRACT WITH
SERIAL NUMBER ENDING: 0053
(February 23, 2017)**

On January 8, 2016, the United States Postal Service (Postal Service) gave notice of filing in the above-referenced docket, Global Expedited Package Services Non-Published Rates (GEPS - NPR) 8 customer agreements with serial numbers ending in 0001, 0008, 0038-0054.¹ This notice concerns the customer agreement with the serial number NPR8-FY16-DEC15-IM-T3-0053, an unredacted version of which was filed with the Postal Regulatory Commission (Commission) under seal, as part of the Postal Service's January 8, 2016 filing in this docket.

The GEPS - NPR 8 agreement with the serial number ending in 0053 is scheduled to expire on February 28, 2017.² Attached to this notice is Modification Two,²

¹ Customer Contract Filing Notice for Global Expedited Package Services – Non-Published Rates 8 Serial Numbers Ending: 0001, 0008, and 0038-0054, Docket No. CP2016-5, January 8, 2016.

² See PRC Order No. 3681, Order on Motion for Temporary Relief, Docket No. CP2016-5, December 21, 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 October 9, 2015, in this docket. Request of the United States Postal Service to Add Global Expedited Package Services — Non-Published Rates 8 (GEPS — NPR 8) to the Competitive Products List and Notice of Filing GEPS — NPR 8 Model Contract and Application for Non-Public Treatment of Materials Filed Under Seal, Docket Nos. MC2016-5 and CP2016-5, October 9, 2015, Attachment 1.

which the customer and the Postal Service have executed. The modification states that the GEPS - NPR 8 agreement with the serial number ending in 0053 will expire on March 31, 2017, thereby replacing the earlier potential termination date.

The Postal Service intends to file a successor to the GEPS - NPR 8 agreement with the serial number ending in 0053. In the meantime, however, the Postal Service requests that the Commission approve a brief extension of the GEPS - NPR 8 agreement with the serial number ending in 0053, to maintain continuity of pricing and other terms and conditions of the agreement. The Postal Service requests that the GEPS - NPR 8 agreement with the serial number ending in 0053 be extended to March 31, 2017, according to the terms set forth in the modification filed today.³

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorneys:

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February 23, 2017

³ The Postal Service acknowledges that the Commission has requested that the Postal Service file a request for an extension of a contract at least one week prior to the contract's expiration date. In this case, the Postal Service recently discovered that it needed additional time to prepare the filing of the successor to the GEPS - NPR 8 agreement with the serial number ending in 0053.

**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] ("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 December 28, 2015, and signed by the USPS on December 29, 2015, as amended by Modification One signed by the Mailer on December 10, 2016, and signed by the USPS on December 13, 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 make the following change to the Agreement.

Article 12 Term of the Agreement shall now read as follows:

12. 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 signed Agreement from the Mailer. The Agreement shall remain in effect until 11:59 p.m. on March 31, 2017.

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

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 USPS to provide the products or services contemplated under the Agreement, 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 this 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 any costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Mailer acknowledges that the Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2016-5 Serial Number NPR8-FY16-DEC15-IM-T3-0053). 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 at <http://prc.gov/Docs/63/63467/Order225.pdf>.

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.

Confidential

USPS / [REDACTED] 02/2017

Modification Two Page 1 of 2

[REDACTED]

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:



Name:

Donald W Ross

Title:

Director International Sales

Date

2-22-2017


ON BEHALF OF

Signature:

Name:

Title:

Date:


02/22/2017